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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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THE RETIREMENT, at the end of the present year, of Mr. GRAHAM HASTINGS, Q.C.—which, now that it has been announced in the daily papers, we need not hesitate to refer to—will cause great regret, not merely to his clients, but also to his brethren at the Bar, by whom he is universally held in high esteem. We have always felt surprise that it should never have occurred to any Lord Chancellor that Mr. HASTINGS possesses in a high degree the qualifications for an efficient judge.

THE BANKERS, whose leaders are not afflicted with the compromise mania, have achieved a complete victory over the Land Registry with regard to the Land Transfer Bill. On the 8th inst., in the Standing Committee on Law, the following clause was moved by the Solicitor-General, and agreed to:

"The registered proprietor of any freehold or leasehold land, or of a charge, may, subject to any registered estates, charges, or rights, create a lien on the land or charge by deposit of the land certificate or office copy of registered lease or certificate of charge; and such lien shall, subject as aforesaid, be equivalent to a lien created by the deposit of title deeds or of a mortgage deed of unregistered land by an owner entitled in fee simple or for the term or interest created by the lease for his own benefit, or by a mortgagee beneficially entitled to the mortgage."

This is indeed a surrender. The promoters of the Bill have now admitted that the system proposed to be established is, in respect of mortgages, unsuited to the requirements, not merely of the commercial classes, but of all landowners, and have consequently excluded from its operation equitable mortgages by deposit. There will, therefore, for the future, as Sir H. H. FOWLER pointed out, in every district where registration of title is compulsory, be two systems of conveyancing—one of registered and the other of unregistered transactions in land. The register will be entirely ineffective to shew the incumbrances existing on the land; it may be charged up to the hilt, but there will be no information of any such charge obtainable from the register. The Solicitor-General justified the amendment as "enabling landowners to raise money cheaply." Can a greater *reductio ad absurdum* be imagined of a scheme which professes to be infinitely cheaper than the present system?

BUT THIS is not all; the building societies have also had a sop thrown to them. At the same meeting of the Standing Committee, the following amendment was passed:

"Every registered proprietor of land may charge it, in favour of a building society under the Building Societies Acts, by means of a mortgage in a form authorized by the rules of that society, and the mortgage shall be deemed a charge made in the prescribed manner, and shall be registered accordingly."

It now only remains for someone of influence (not a victim to the compromise mania) to propose that anyone may transfer land in any manner he thinks fit, and then we shall have the process rendered complete whereby the Land Registry Office will be reduced to its proper function of a mere fee-collecting institution.

We are glad to see that the Attorney-General has secured the omission from the Workmen (Compensation for Accidents) Bill of the clause which prohibited the employment of counsel or solicitors in proceedings under the Act "except by the leave of the court or arbitrator, or on any appeal to the Court of Appeal." As originally proposed, indeed, the clause did not contain the words we have quoted, and it would have cut off from arbitrators and county court judges all legal assistance, and would have effected a startling innovation in the practice of the Court of Appeal. But, with the words, the clause was accepted by the Government and there was a considerable chance of its becoming law. It is not surprising that the Attorney-General has received, so he states, many representations both on behalf of workmen and of county court judges against the insertion of the clause. The main provision of the Bill, giving workmen injured by accident a general claim against the employer for an amount of compensation regulated by a scale, may appear simple; but the Act is a novel experiment in legislation, and it is safe to predict that its application will raise many difficult questions. Moreover, under the option which plaintiffs will have of enforcing in an arbitration under the Act the ordinary civil liability of an employer in default, the whole law of employer and workmen will become applicable. To exclude the assistance of lawyers would have gravely derogated from the efficiency of the arbitration, and would have had the further result of raising up a class of unqualified practitioners whose employment would not have tended to the diminution of expense. Mr. Chamberlain has had the courage to confess that he has changed his mind since he gave the clause his sanction. He was one of those, he says, who thought, perhaps rather hastily, that costs would be reduced by excluding the legal profession. He now looks to effect this object by subjecting costs to rules of court. The history of the clause in the House of Commons exhibits singular ignorance of the functions which lawyers discharge in a civilized country, and its fate will be a useful warning against any future attempt to interfere with the natural process of settling disputes.

The case of Mrs. Carew, who was tried at Yokohama recently for the murder of her husband, has been the occasion of an interesting decision as to the position of British subjects resident abroad in countries where the Queen is by treaty entitled to exercise jurisdiction. The trial took place before a judge and a jury of five persons, and Mrs. Carew was convicted and sentenced to death, a sentence which was afterwards reduced to imprisonment with hard labour for life. It has now been contended, on an application to the Privy Council for special leave to appeal against the verdict and sentence, that Mrs. Carew, while liable to be tried by the British court in Japan, was entitled to be tried by a jury of twelve. Some foundation is afforded for the contention by the terms of the treaty with Japan of 1858, under which the Queen is empowered to try British subjects residing in Japan "according to the laws of Great Britain." But this provision only regulates the right of jurisdiction as between the Queen and the Japanese Government. As between the Queen and British subjects the matter depends on the Foreign Jurisdiction Act, 1890 (53 & 54 Vict. c. 37), which, after reciting that the Queen has by treaty and otherwise jurisdiction within divers foreign countries, provides, by section 1, that she may exercise such jurisdiction "in the same and as ample a manner as if her Majesty had acquired that jurisdiction by the cession or conquest of territory." This, as the Lord Chancellor observed, gives the Queen in foreign countries where she has jurisdiction the powers of a conqueror, not of a constitutional sovereign. She can make, therefore, any regulations she pleases for the exercise of the jurisdiction, and she was empowered to make the Order in Council under which the jury of five persons was constituted for the British Court in Japan. Practically, of course, it is essential that there should be power to depart from the usages of English law. It might well be difficult to procure a jury of twelve persons, and it is more important to preserve the institution of trial by jury than to insist on a uniform number for its members. The alternative for British subjects resident abroad would be trial by the foreign Power, and this the jury of five enables them to avoid.

There is considerable speculation as to what changes in the law, if any, will be recommended by the Committee of the House of Commons which has been investigating the subject of money-lending. Many serious abuses, the existence of which was well known to most solicitors, have been dragged into the light of publicity. No doubt much cruel oppression is practised every day, under the protection of the law, by a certain class of money-lenders. There seems little chance, however, that the old laws against usury, or anything at all resembling them, will ever be revived. The statute 37 Hen. 8, c. 9, limited the interest recoverable on a loan to 10 per cent. per annum. This Act was repealed in the next reign, but was revived again by the Act 13 Eliz. c. 8, which speaks of it as a "good Act" by which "the vice of usury was well repressed." In the reign of James I. the maximum rate of interest recoverable was reduced to 8 per cent. In the reign of Charles II. it was further reduced to 6; and, finally, in the reign of Anne to 5 per cent. By all these statutes, too, a person taking a greater interest than the highest allowed by the law is made liable to a penalty. The statute 17 & 18 Vict. c. 90, however, repeals all laws against usury, and since it became law the amount of interest which can be recovered by a lender depends entirely on the contract between the parties, and is quite independent of any legal maximum rate. It was held, however, in the well-known case of *The Earl of Aylesford* v. *Morris* (21 W. R. 424, L. R. 8 Ch. 484) that the repeal of the laws against usury has in no way affected the jurisdiction of a court of equity to relieve expectant heirs from unconscionable bargains, where advantage has been taken by the money-lender of the youth, inexperience, and wants of the heir. Probably few persons could to-day be found to advocate a return to a legal maximum of interest recoverable. It seems quite possible, however, to extend the principle of this case, and to give to all courts before which claims for exorbitant interest on money lent are prosecuted jurisdiction to relieve the borrower from the high rate of interest he has agreed to pay whenever the judge is satisfied that unfair and oppressive advantage had been taken of the borrower's necessities, weakness, or ignorance in order to extort from him the promise on which he is being sued. An Act giving the judges such power would not be likely to interfere with the just claims of persons lending money *bonâ fide* at high interest and great risk, but would be a formidable weapon with which to meet the ordinary money-lender.

Once again the court has been asked to decide upon the difficulties caused by the strange use of the words "single private drain" in section 19 of the Public Health Acts Amendment Act, 1890. Under the principal Act, the Public Health Act, 1875, the distinction between "drain" and "sewer" is clear—"drain" being used to denote a drain used for the drainage of one building only, or premises within the same curtilage, and "sewer" being confined to drains used for the drainage of two or more buildings. But section 19 of the Act of 1890 provides that "where two or more houses belonging to different owners are connected with a public sewer by a single private drain," the local authority may take certain steps for abating a nuisance arising from that drain, and the owners are made liable to pay the costs of the necessary works; and for the purposes of that section "the expression 'drain' includes a drain used for the drainage of more than one building." The Act is, however, to be read as one with the Public Health Acts

(including the Act of 1875), and where not inconsistent with the context, "drain" and "sewer" are to have the same meaning as in those Acts. Great difficulty has been caused by the conflicting decisions as to what is a "single private drain" connecting two or more houses with a sewer. *Self* v. *Hove Commissioners* (1895, 1 Q. B. 685) is admittedly irreconcileable with *Hill* v. *Hare* (*ibid.*, 906). But these two cases were fully considered by a strong court in *Bradford* v. *Mayor of Eastbourne* (1896, 2 Q. B. 205), and preference was given to *Self* v. *Hove Commissioners*, the decision being that section 19 of the Act of 1890 applies to a drain constructed in private property prior to, as well as after, the passing of that Act. The *Eastbourne case* has now been followed by CAVE and RIDLEY, JJ., in *Seal* v. *Merthyr Tydfil District Council*, and the law may be taken to be settled. A private drain cannot by the terms of section 19 of the Act of 1890 mean a drain belonging to one owner, for the private drain dealt with by the section is one which connects houses belonging to different owners. CAVE, J., has ventured to define "private drain" as used in the section with greater precision than has been attempted in any of the earlier cases. "It must," he says, "be constructed in private ground, to which the public have no access," the object of the section being to relieve the public from paying for that which they are not entitled to use. It is unfortunate that in two Acts *in pari materia*, such as the Public Health Acts of 1875 and 1890, the same word should have such different meanings, and some amendment of the definition in the earlier Act would seem to be desirable.

A POINT of great importance to Roman Catholics lately came before Mr. FRANCIS at the South-Western Police Court. The father of a deaf and dumb child was summoned under the Elementary Education (Blind and Deaf Children) Act, 1893, for neglecting to send his child to school. He is a Roman Catholic, and desires his child to be educated in a school in which religious instruction is given in accordance with the doctrines of that Church. The School Board offered to board out the child with a Roman Catholic family residing near one of its schools in which such children are taught, but refused, on the ground of the great expense, the request of the father to send the child to a school in Yorkshire for deaf and dumb children of the Roman Catholic faith. The father refused to allow his child to to be boarded out with a family or to attend a secular school, and so the Board insisted that the child should be sent daily to a certain Board school in London where provision is made for the instruction of children similarly afflicted. Now, the Act under which these proceedings were taken for the first time makes it obligatory upon a parent to have his deaf and dumb child properly educated, and provides that the fact that there is no public elementary school at which the child can be received within a reasonable distance of the child's residence shall not be an excuse for failing to have the child so educated. It also allows the school authority of a district to make arrangements for the boarding out of a child near to a certified school where proper instruction can be obtained, and the parent may be compelled to contribute to the expense of so doing. The Act further provides that in selecting a school the school authority shall be guided by the rules laid down in the Industrial Schools Act, 1866, and that, if possible, the child shall be boarded with a person belonging to the religious persuasion of its parent. Section 20 of the last-mentioned Act gives the parent of any child about to be sent to an industrial school which is not conducted in accordance with the religious persuasion to which a child belongs, the right to name a certified school which is conducted in accordance with such persuasion, and to insist upon the child being sent to that school if the managers thereof are willing to receive the child. The father of the child in question apparently considered, on the strength of these provisions, that he was entitled to name the school in Yorkshire, which is a properly-qualified school conducted on Roman Catholic principles, and to insist upon his child being sent there. On the wording of the Acts, it looks very much as if he were right in his contention. On the other hand, however, it seems absurd that the parent of every deaf and dumb or blind child in London should be able to require the School Board to send his child to school in some distant part of the country at the public expense. If this were so, the day centres which have been established in the metropolis for the instruction of afflicted children would become almost useless, for probably most parents of the poorer classes would prefer to have their children taken entirely off their hands and well treated and taught in the country, to the trouble of having to conduct them every day to and from one of the centres, which must often be a long distance from their homes. This was the view taken by the magistrate, who made an order for the child to be sent to one of these centres. He, however, consented to state a case for the opinion of the High Court, and no doubt it is a question upon which much can be said on each side, and which ought to be definitely settled.

AN IMPORTANT decision as to the effect of the Local Government Act, 1894, upon the management and control of parochial charities was given by NORTH, J., in *Re Mary Ross's Charity*, on Saturday last (reported elsewhere). The charity in question was founded by the will of a testatrix who died at the end of the last century, and it consisted of a payment of £3 a year, to be paid "on the feast of St. Thomas the Apostle" to the churchwardens of the parish of Bishop's Hatfield to be laid out by them in the purchase of clothing for six old and poor widows of the parish, with preference to those who, not being disabled by infirmity or sickness, were most constant in their attendance on "the public services of the church." The question was whether this was an "ecclesiastical charity" within the meaning of the Act, so that the parish council could appoint trustees to act in its administration in lieu of the churchwardens. The lengthy definition (if it can be called a definition) of "ecclesiastical charity" given in the interpretation clause (section 75) of the Act includes a charity the endowment of which is held "for the benefit of any particular church or denomination, or of any members thereof as such." The parish council and the churchwardens having been unable to agree as to whether the Ross Charity fell within this description or not, referred the matter to the Charity Commissioners, who decided that it did not, and that an appointment of trustees by the parish council in the place of the churchwardens was valid. The churchwardens presented a petition by way of appeal, and NORTH, J., has decided against their contention. Probably most laymen would have come to a different conclusion, and there is little doubt that the intention of the testatrix has not been followed in the decision which has been given; the language in which the bequest is couched is the language of a Churchwoman who desires that in the distribution of her charity a preference shall be given to her co-religionists. No other interpretation would agree with the form of the gift with "the churchwardens" for its administrators, "St. Thomas's Day" as the date of its distribution, and regular "attendance on the public services of the church" as a special qualification for its recipients. It is, however, established that the religion of the founder is to be disregarded in deciding as to the objects of an eleemosynary charity (*Attorney-General* v. *Calvert*, 23 Beav. 248), and there is no doubt that the present case fell within that rule. In his method of construing the actual words of the bequest, and his refusal to draw therefrom any inference limiting the class of recipients to members of the Church of England, the learned judge is not upon such safe ground. It is no doubt true to say that St. Thomas's Day is merely the 21st of December, and that attendance on the public services of the church is not made a condition of receiving the gift; but it may well be argued that these are indications which shew that the gift was intended to be a charity for the benefit of members of the Church of England.

THE LEARNED judge was also called upon to decide a point of construction arising upon the somewhat ambiguous wording of section 14, sub-section (2), of the Local Government Act, 1894, a clause which has not hitherto, so far as we are aware, been the subject of judicial interpretation. The clause empowers a parish council to appoint trustees in the place of the overseers in cases "where overseers of a rural

parish, as such, are, either alone or jointly with any other persons, trustees of any parochial charity," and it continues: "when the charity is not an ecclesiastical charity this enactment shall apply as if the churchwardens as such were specified therein as well as the overseers." It was contended that the meaning of the latter part of the clause was to give the power of appointment to the parish countil only in cases where the churchwardens as well as overseers were named as trustees by the instrument creating the charity; and that consequently in the present case the power was not conferred, the churchwardens only, and not the churchwardens and overseers, having been named as trustees. Countenance is lent to this view by the fact that in other parts of the Act (notably in section 6) a distinction is drawn between "overseers" and "churchwardens and overseers." But NORTH, J., decided that the last paragraph of the clause was to be read as if the words were "where the churchwardens as such are, either alone or jointly with any other persons, trustees of any parochial non-ecclesiastical charity," &c., repeating, in fact, the words of the earlier part of the clause, with the substitution of "churchwardens" for "overseers," and the insertion of the word "non-ecclesiastical" before "charity." This construction certainly seems to be more reasonable than that contended for by the appellants, though it is not altogether free from doubt.

THE House of Lords Select Committee on the Companies Bill have at length resumed their sittings, and have taken the evidence of Mr. CHARLES WOOLLEY on behalf of the Institute of Secretaries, and of Mr. STANLEY BOULTER, the chairman of the Law Debenture Corporation. Mr. WOOLLEY took the usual objection to clause 10, which requires that a director shall shew reasonable care and prudence—or, to use the word which will probably be substituted for prudence, diligence—in the exercise of his powers, but the case he put, of a director who has been sent to look after the interests of his company on the Continent failing to keep himself conversant at the same time with affairs at home, is clearly not relevant. As the Lord Chancellor pointed out, there would under such circumstances be no failure to use reasonable care and diligence, and indeed it seems difficult to instance a case in which a director who really undertakes the oversight for which he is paid need be afraid of the words. More to the point were the witness's objections to the personal liability of directors (under clause 11) for engagements entered into by the company when there is no reasonable or probable ground of expectation that the company will be able to meet them. Reasonable or probable ground of expection is a very vague matter, and the considerations which influence a director, who is trying, perhaps, on what he conceives to be adequate grounds to retrieve the position of a company which has met with disaster, may differ very much from those which influence a jury who know that the attempt has met with failure. The committee are still labouring with the question how the inclusion in a prospectus of every material contract and fact is to be reconciled with the possibilities of the case. Mr. WOOLLEY would limit them to "those material contracts and facts which directly relate to the formation or promotion of the company," but it may be doubted whether the limitation is effective. Perhaps it is not generally realized that an ordinary investor cannot give, and does not desire to give, that attention to the details of the proposed venture which he would give to the details of a business in which he is himself principally interested. He is content to receive a fair statement of the facts which indicate the probability of the success of the company, and such a statement is all that the prospectus should be required to contain. Mr. WOOLLEY was able to afford the committee practical information as to the inconvenience and uselessness of the present annual returns of shareholders, and probably a system less onerous, but equally effective, will be devised.

THE EVIDENCE of Mr. STANLEY BOULTER was directed to the maintenance of debentures. At present there is no proposal in the Companies Bill for any interference with these except by the requirement of registration. Every mortgage or charge for the purpose of securing any issue of debentures, and any mortgage or charge on uncalled or unpaid capital, and a floating charge on the undertaking or property of the company is, under clause 20, made void against the liquidator and creditors of the company unless registered within seven days. This is a provision which will be an important protection to unsecured creditors and with which it will be perfectly easy to comply, and Mr. STANLEY BOULTER, though he grumbled at its stringency, and would have preferred to place a penalty for delay on the officers responsible, did not take serious objection to it. He occupied himself chiefly with criticisms on Lord Justice LINDLEY's objections to floating charges and Mr. Justice ROMER's objections to charges on uncalled capital, stated at a previous meeting of the Committee. Undoubtedly both classes of charge may result in disappointment to the unsecured creditor; but the unsecured creditor is not altogether blind when he goes into the business. The creditors of a large company, observed Mr. STANLEY BOULTER, are not people who keep small shops. They are proprietors of large industrial undertakings, and are perfectly well able to take care of themselves and to get all the information they desire. On the other hand, account has to be taken of the enormous facilities which debentures afford for raising money, facilities which are generally used for the purpose of sound undertakings. Mr. BOULTER gave a recent instance in which the Manchester, Sheffield, and Lincolnshire Railway Co. were able to obtain on advantageous terms £1,000,000 for new rolling stock by the creation of an intermediate company, which raised the money on debentures charged (*inter alia*) on £800,000 of uncalled capital. The floating charge and the charge on uncalled capital have grown up under the sanction of the courts, and have been found to be of too great benefit in the development of company enterprise for them to be seriously interfered with. Undoubtedly abuses have existed in connection with debentures, but in Mr. STANLEY BOULTER's opinion they are insignificant compared with the interests involved.

THERE WAS an interesting little ceremony on Monday evening last, when the former pupils of Mr. JOHN WHITEHEAD, of the Conveyancing Bar, entertained him at dinner at the Café Monico, under the presidency of Mr. SEBASTIAN, of the Equity Bar, in celebration of the fiftieth anniversary of Mr. WHITEHEAD'S call to the Bar. After dinner Mr. WHITEHEAD was presented with a handsome silver bowl and four accompanying silver flower vases for table, in recognition of the goodwill and esteem for him felt by his pupils.

THE LONG VACATION.

THE resolution in regard to the Long Vacation which was passed by a large majority at the annual general meeting of the Incorporated Law Society is at variance with the previous resolution of the society, but it is more practical, and it should be possible to carry into effect the very necessary and very moderate alteration which it proposes. Five years ago the society at the Norwich meeting passed a resolution in favour of total abolition of the Long Vacation, allowing cessation from work only during the last week in August and the first week in September; with a proviso that each officer of the court, from the highest to the lowest, should by rotation have a long vacation, at a convenient period during the year, to be arranged by the heads of departments. But upon these lines the Council of the society found it impracticable to work, and the limited scheme they proposed for carrying on the administrative business of the High Court during the Long Vacation came to nothing. On the present occasion the society have adopted the more feasible scheme of shortening the Long Vacation, and of making it begin at a period convenient to the overwhelming majority of persons who are interested. As originally proposed, Mr. MUNTON's resolution ran: "That, in the opinion of this society, the principle of the Long Vacation should be maintained, its duration being reduced to eight weeks—from the first Monday in August to the last Saturday in September." As finally carried, the resolution omitted the reference to the principle of the Long Vacation, and affirmed merely its reduction: "That, in the opinion of this society, the Long Vacation should be reduced to eight weeks—from the first Monday in August to the last

Saturday in September." Before passing this resolution the meeting had rejected Mr. PARKER'S amendment that the vacation should last from the 1st of August to the 15th of September, and had also rejected Mr. FORD'S amendment: "That all chamber work in the High Court of Justice ought to proceed during the Long Vacation without interruption, just as it does during the sittings of the said court, except for a period of one month, during which chamber work should be restricted as it at present is during the entire vacation."

We hope that the Council will take steps to secure speedy effect for the resolution of the society. Theoretically, it may be that the courts ought to be open, like banks and other business institutions, all the year round; but the decision of cases differs from ordinary business in the number of persons whose presence is required, and, since holidays there must be, it is more convenient to have a common time for them fixed. If the courts were open in August and September, they would be, as was pointed out at the meeting, assailed by continual applications for the postponement of trials on the ground of absence of counsel, or witnesses, or parties. But, assuming that there is to be a common holiday, it should not be of inordinate length, and it should be fixed at a time to suit the general convenience. In both these respects the present Long Vacation is wrong. Till 1883 it lasted from the 10th of August to the 2nd of November. In that year the judges gave a reluctant assent to curtail it by making it begin on the 12th of August and end on the 24th of October. But, save for an inconsiderable minority, it would be far more convenient for it to begin at the commencement of August, and the present period of ten weeks and more is quite unjustifiable. There are many reasons—not the least being the disturbance of the bank holiday—which require that persons who desire to avail themselves of the Long Vacation should be at liberty at the beginning of August, and by October the courts should be at full work again.

It was a mistake that the society did not deal comprehensively with the question and adopt some scheme for the continuance of chamber work such as that embodied in Mr. FORD'S amendment. The total cessation of chamber business, save such as the officials choose to regard as urgent, for a long period, is productive of great inconvenience, and there are no reasons which necessitate the same length of vacation in chambers as in court. A vacation of a month would be ample, and though this might necessitate special arrangements with the existing staff, there would be no difficulty in making future appointments on the footing of a vacation of that length. This is sufficient for professional men generally, whether lawyers or not, and it should be suffiicient for the officials of the court.

However, the Council of the Incorporated Law Society have received no mandate to press for any special reduction of the vacation in respect of chamber work. Their course is, perhaps, all the clearer with regard to the actual object of the resolution. The machinery for carrying it into effect is simple enough. Under section 27 of the Judicature Act, 1873, any change in vacations is made by the Queen in Council upon the recommendation of the Council of Judges, and with the consent of the Lord Chancellor. But it is easier to point to the machinery than to set it in motion. Three years ago the Council approached the then Lord Chancellor on the subject of the continuance of the administrative business of the courts during the Long Vacation, but the privileges of the Chancery judges appeared to be attacked, and nothing was done. On the present occasion, what is required can only be effected by the judges passing a self-denying ordinance, and that they will consent to do so it is impossible to predict. It cannot be doubted, however, that the question of the Long Vacation will have to be settled before long, and it will be a pity if the Lord Chancellor and the judges do not avail themselves of the present very moderate resolution of the Incorporated Law Society as an occasion for making the necessary change.

RECENT HIGHWAY CASES.

Two cases of importance to county councils and other highway authorities have recently come before the Court of Appeal. In *Lord Gerard* v. *Kent County Council* (45 W. R. 531) the question was as to the liability for the damage done to a main road by "extraordinary traffic" within the meaning of section 23 of the Highways and Locomotives (Amendment) Act, 1878. The appellant was carrying out building operations at his park and house, and he obtained materials such as bricks, cement, and gravel for the works in the following way: having approved a sample of the materials, he required a price to be named for them delivered free at his park, and on the price being agreed upon, he ordered the contractor to deliver the materials accordingly. They were then brought to the park by means of traction engines used by the contractors. The county council took proceedings before the magistrates to recover from the appellant the amount of the expenses incurred by them, as the road authority, by reason of the damage caused to the main road by reason of the carriage of the building materials to the appellant's park along that road, and they alleged that this traffic was "extraordinary traffic" and that the appellant was the person "by whose order" it was conducted and therefore liable under the section already referred to.

The proceedings have run a strange and devious course. The magistrates found both points in favour of the county council; this decision was reversed by quarter sessions on the ground that, although the traffic was extraordinary, the appellant was not the person by whose order it was conducted. A Divisional Court (CAVE and WILLS, JJ.) took a different view, and restored the decision of the petty sessions; the Court of Appeal (Lord ESHER, M.R., and RIGBY, L.J., LOPES, L.J., dissenting) set aside the judgment of the Divisional Court, so that the decision of the quarter sessions stands.

The sole question before the Court of Appeal was whether the extraordinary traffic (which was admitted) was conducted by the order of Lord GERARD or of his contractors or of both. It is obvious that but for Lord GERARD'S orders the materials never would have been carried to the park at all; it was also the fact that he did not prescribe the road or the method by which they were to be carried, but as to the latter it appeared that it would not have been practicable to deliver them at the agreed price except by the use of traction engines. The rule laid down by the majority of the Court of Appeal is that, where a person directs another to carry goods for him along a certain road and the order is obeyed, with the consequence that extraordinary traffic ensues, the person giving the order (and possibly the contractor also) is liable for the damage to the road; but that, where the order is simply to carry the goods without specifying the road, the contractor, and not the person giving the order, is liable for the damage if the consequent traffic be extraordinary. This decision is in accordance with the views of Lord COLERIDGE, C.J., and MATHEW, J., in *Lapthorn* v. *Harvey* (49 J. P. 709), and differs from those of LUSH and BOWEN, JJ., in *Williams* v. *Davies* (44 J. P. 347). LOPES, L.J., who dissented from the judgment of the majority, would read the words "by whose order" as "in consequence of whose order," and would thus make the principal liable in all cases where the haulage is done by contract.

The practical difficulty which local authorities will feel in estimating the effect of the decision in *Lord Gerard's case* is that in very many instances it will make it impossible to obtain any recoupment at all for the damage caused by the extraordinary traffic. For it frequently happens—and it was so in *Lord Gerard's case*—that a number of contractors are employed to do the haulage, and it is only when the whole operation conducted by them is considered that "extraordinary traffic" is arrived at; no one of them by himself is responsible for the traffic caused by the joint operations of himself and his brother contractors, and there is therefore no one whom the highway authority can saddle with the costs incurred. On the other hand, it would be a hardship and a departure from the general law to make the employer of the contractors liable for the particular manner in which they carry out their contracts.

The case of *Kent County Council* v. *Sandgate Local Board* (*ante*, p. 605) deals with a different question; its history is also somewhat out of the common. The question at issue was as to the liability of the county council to contribute to the repair of an esplanade and sea-wall skirting a road in the county which had been declared to be a main road in the year 1883, such declaration containing no reference to the width of the

road or to the sea-wall or esplanade. The road in this case had not passed under the control of the county council, the local board (now the district council) having elected to retain it under section 11 (2) of the Local Government Act, 1888, but the county council was under that enactment bound to make an annual payment towards the costs of maintenance, repair, and reasonable improvement. The amount of the payment, if not agreed upon, was to be determined "by arbitration of the Local Government Board." Dispute having arisen as to the liability of the county council to contribute for the purposes of repairing the sea-wall and esplanade, a submission to arbitration was, at the request of the Local Government Board, executed by both parties, and that Board sent an inspector to hold a local inquiry into the matter. The case first came before the court on an application that the inspector should be ordered to state a case under the Arbitration Act, 1889; the application was opposed by the Local Government Board, but the court held that the matter was an arbitration, and that a case must therefore be stated (43 W. R. 601).

This decision was evidently disagreeable to the Government Department, and we find accordingly that soon after it was given recourse was had to Parliament, and a short Act was passed whereby the Board were empowered to determine questions arising under section 11 of the Local Government Act, 1888, "either as arbitrators or otherwise at the option of the Board" (Local Government (Determination of Differences) Act, 1896). This Act did not, of course, touch the *Sandgate case*, and the case stated by order of the court came up for decision. The Divisional Court held that the esplanade and sea-wall were parts of the main road, and that the county council were liable to contribute to their repair. This decision has been reversed by the Court of Appeal, and few will be disposed to quarrel with a decision which casts upon the inhabitants of a watering-place the cost of maintaining a structure which was no doubt designed to increase the amenities of the locality, and can in no sense be considered to be for the benefit of the inhabitants of the county at large. The case turned upon its own facts and is not of very wide application, but its history is instructive; it is not common for legislation to arise out of a case before the main point for decision has even come before the courts.

LEGISLATION IN PROGRESS.

EMPLOYERS' LIABILITY.—The debate on the report of the Workmen (Compensation for Accidents) Bill has resulted in the adoption of numerous amendments. Clause 1 still opens with the original provision that "if, in any employment to which this Act applies, personal injury by accident arising out of and in the course of the employment is caused to a workman, his employer shall, subject as hereinafter mentioned, be liable to pay compensation in accordance with the first schedule to this Act." To this has been added, on the motion of the Home Secretary, a clause providing that "where the injury was caused under circumstances creating a legal liability in some person other than the employer to pay damages in respect thereof the workman may, at his option, proceed either at law against that person to recover damages or against his employer for compensation under this Act, but not against both, and if compensation be paid under this Act the employer shall be entitled to be indemnified by the said other person." Thus an alternative procedure is open in cases where the accident is due to the default of some person other than the employer. So far as regards the employer compensation is payable, whether he is in default or not; but sub-clause (2) (*b*) of clause 1 preserves the ordinary civil liability of an employer where the injury has been caused by the "personal negligence or wilful act" of himself or of some person for whom he is responsible. In such a case, according to an amendment added in committee, the amount of damages may, at the option of the plaintiff, be settled either by arbitration or in the ordinary forum. The employer, however, is not to be liable to pay compensation both independently of and also under the Act. An amendment moved by Mr. CRIPPS, which would have compelled the workman in all cases to resort to arbitration, was rejected. To provide for the case where a workman has erroneously brought an action instead of proceeding by arbitration under the Act, an amendment moved by Sir M. W. RIDLEY, that "if an action is brought to recover damages independently of this Act for injury caused by any accident, and it is determined in such action that the injury is one for which compensation ought to have been claimed under this Act, the action shall not be dismissed, but the damages recovered from the employer shall not exceed the compensation payable under this Act," was agreed to. And, as a further amendment, Sir A. FORWOOD procured the insertion of the words: "Provided that where in any action brought to recover damages independently of this Act for injury caused by accident it is determined that the compensation ought to have been claimed under this Act, the costs incurred in defending such action may be deducted from the amount of compensation so payable." An amendment to clause 1, adopted on the motion of Mr. TENNANT, preserves the right of inspectors of factories to recover penalties under section 82 of 41 & 42 Vict. c. 16, it being provided, however, that where such penalties have been applied for the benefit of the person injured they are to be taken into account in fixing the amount of compensation under the Act. The clause added in committee, which excludes compensation in cases where the accident is solely attributable to the serious and wilful misconduct of the workman, has been retained in the Bill (clause 1, sub-clause (2) (c)).

Clause 1, sub-clause (3), has been amended so as to provide that proceedings under the Act are not to be maintainable unless notice of the accident has been given as soon as practicable after the happening thereof and before the workman has voluntarily left the employment, and the claim for compensation has been made within six months from the occurrence of the accident, or, in case of death, within six months from the time of death. It is provided, however, that the want of notice is not to be a bar to the maintenance of proceedings if it is found in the proceedings for settling the claim that the employer is not prejudiced in his defence by the absence of such notice, or that such absence was occasioned by mistake or other reasonable cause.

By clause 1, sub-clause (4), contracting out is allowed where a scheme of compensation or insurance is certified by the Registrar of Friendly Societies to be on the whole not less favourable to the workmen than the provisions of the Act; but, according to an amendment made in committee, no scheme is to be so certified which contains an obligation upon the workmen to join the scheme as a condition of their hiring. On the report stage Mr. WOODS moved a further amendment that "no scheme shall be so certified unless the said scheme has been approved of, as ascertained by ballot vote of a majority of the workmen under that employer, and under rules made by the registrar as to how, when, and where the said ballot vote shall be taken," but the amendment was negatived. The same sub-clause provides that "if the funds under any such scheme are not sufficient to meet the compensation payable thereout the employer shall be liable to make good the amount of compensation which would be payable under this Act." Mr. WOLFF moved to omit this proviso, but the amendment was negatived, and the employer is made to guarantee, therefore, the sufficiency of the compensation fund.

In committee new clauses were introduced with reference to sub-contracting and to the liability of a contractor for extraneous work. The latter of these was struck out on the report stage. The former provides that "where any person in the execution of any work within the scope of his trade or business, and for the purpose of executing such work, is in occupation of or has control over the place or premises in or upon which such work is to be done, he shall be liable to any workman engaged in the execution of the work therein or thereupon for the amount of any claim which such workman may have under this Act, or in respect of personal negligence or wilful act independently of this Act, against any sub-contractor."

On the report stage the House adhered to the amendment by which clause 5, which makes the Act apply to employment upon a railway, factory, mine, quarry, or engineering work, was extended to include employment on any building exceeding 30 feet in height which is being constructed, demolished, or repaired by means of a scaffolding, or on which machinery is being used, but declined various other proposed extensions of the operation of the Act.

In the first schedule, which deals with the scale and conditions of compensation, an amendment was introduced on the motion of Mr. SETON-KARR that "any workman claiming compensation under this Act shall, if so required by the employer, from time to time submit himself for examination by a duly qualified medical practitioner provided and paid for by the employer. If the workman refuses to submit himself to such examination, or otherwise obstructs the same, his right to such weekly payments shall be suspended until such examination has taken place"; and there was added the proviso "that if the workman objects to such examination he may appeal to the arbitrator, whose decision shall be final."

In the second schedule, which prescribes the procedure upon arbitrations, the Attorney-General procured the omission of the clause introduced in committee prohibiting the employment of solicitors or counsel in any proceedings under the Act, except by leave of the court or arbitrator, or on appeals to the Court of Appeal: but he accepted an amendment moved by Mr. MCKENNA that "in any arbitration under this Act any party may appear by any person duly appointed on his behalf."

REVIEWS.

BOOKS RECEIVED.

Rogers on Elections. Vol. I.: Registration—Parliamentary, Municipal, and Local Government, including the Practice in Registration Appeals, with Appendices of Statutes, Orders in Council, and Forms. Sixteenth Edition. By MAURICE POWELL, M.A., Barrister-at-Law. Stevens & Sons (Limited). Price 21s.

CORRESPONDENCE.

THE LONG VACATION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As one of the members of the Incorporated Law Society present at the meeting on the 9th inst., I should like to say that, from no fault of the Council, the debate on the above subject does no particular credit to the logic or clearness of mind of the members. It would serve no useful purpose to analyse and discuss the various motions before the meeting, nor to dwell upon the progress, or want of it, which characterised the discussion. I do not believe that there was any particular demand for any interference with things as they are, and certainly none of the arguments based on so-called loss of business by reason of the present length of the vacation seemed to bring tears to the eyes of the members who heard them.

The fact is, that business which, according to Master Macdonnell's statistics, is leaving us is doing so because of the irritating and ridiculous expense and delay of litigation, not such delay as is caused by vacations, but the delay caused by Common Law and Chancery clerks not pushing on with their actions when started. Abuses of practice are constantly being exposed; take, for example, the innumerable and scandalous summonses for particulars, on which Lindley, L.J., made some scathing and well-deserved criticisms the other day.

Depend upon it that the remarks of Mr. Walter are the only remarks on the subject which will appeal to most people. There must be vacations, and they should all take place at the same time. As to the length of the vacation, I would suggest, as a fair and practical compromise, that the vacation should remain at its present length, but that in order to give clerks no excuse for not attending appointments immediately on the opening of the courts, the offices should be open for a week before the 24th of October, and that matters pending should proceed, and appointments should be given and taken on and from the 24th, instead of, as at present, for the week or fortnight after the 24th.

As Mr. Keene said about legal education, let us give up "crying for the moon" and let our clerks push on their actions with less delay, observe greater punctuality in keeping their appointments, fewer summonses only issued for the purpose of annoying the other side and making costs, and generally a greater desire to bring the quarrel to an early issue at a reasonable cost, and we shall find the terrors of the Long Vacation vanish and our business revive.

ENQUIRER.

CASES OF THE WEEK.

Court of Appeal.

HESTON AND ISLEWORTH URBAN DISTRICT COUNCIL *v.* GROUT. No. 2. 9th July.

LOCAL GOVERNMENT—EXPENSES OF SEWERING, &C.—STATUTE, REPEAL OF—ADOPTION OF REPEALING ACT—INTERPRETATION ACT, 1889 (52 & 53 VICT. C. 63), S. 38—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. C. 55), SS. 150, 151, 257—NOTICE UNDER SECTION 150—PRIVATE STREETS WORKS ACT, 1892 (55 & 56 VICT. C. 57), SS. 25, 34—EFFECT OF ADOPTION OF PRIVATE STREETS WORKS ACT, 1892, AFTER A NOTICE HAS BEEN GIVEN UNDER SECTION 150 OF THE PUBLIC HEALTH ACT, 1875.

The was an appeal from a decision of North, J. (reported *ante*, p. 529), making a declaration asked for by the plaintiffs that under and by virtue of section 257 of the Public Health Act, 1875, the sum of £157 14s. 10d., being the amount of the proportion of the expenses of sewering, levelling, kerbing, channelling, paving, metalling, and making good a certain street called Prince Regent Road, Hounslow, with interest at the rate of 4 per cent. and costs, was a charge on Gloucester House, High-street, Hounslow, and that such charge was entitled to priority over any other mortgage or charge on the said hereditaments. The learned judge had also granted consequential relief for the enforcement of the charge. The question raised by the case was as to the effect of the repeal by section 25 of the Private Streets Works Act, 1892, of section 150 of the Public Health Act, 1875, upon a notice duly given under section 150 while the Public Health Act continued in force. The plaintiff district council, having prepared plans and specifications, served upon the defendant and other owners of frontages in Prince Regent Road notices under section 150 of the Public Health Act, 1875, requiring them to sewer and make up the street. When the statutory period of three months had expired, the plaintiffs decided to do the work themselves, and applied to the Local Government Board to sanction a loan for that purpose. The sanction of the Local Government Board was not obtained till after nearly three years, and in the meantime the plaintiffs had adopted for the Heston and Isleworth District the Private Streets Works Act, 1892, section 25 of which enacts that "section 150 of the Public Health Act, 1875, shall not apply to any district or part of a district in which this Act is in force." The plaintiffs then, in pursuance of the notices given under section 150, did the work and apportioned the expenses among the frontagers. The plaintiffs took these proceedings to obtain a declaration that the defendant's proportion of the expenses constituted a charge on his property. The defendant appealed against North, J.'s decision.

THE COURT (LINDLEY, LOPES, and RIGBY, L JJ.) dismissed the appeal without calling upon counsel for the respondents.

LINDLEY, L.J., said: It appears to me that the conclusion at which the learned judge has arrived is quite right. The question turns really on the true construction of the Private Streets Works Act of 1892 (55 & 56 Vict. c. 57), possibly assisted by the Interpretation Act, 1889 (52 & 53 Vict. c. 63). I pass over the Interpretation Act, 1889, for the present. The Act of 1892 begins (section 1) by saying that "this Act . . . shall be construed as one with the Public Health Acts." Then section 2 says: "This Act shall extend and apply to any urban sanitary district in which it is respectively adopted under the provisions of this Act." Then comes the machinery for adopting it and making known its adoption. Section 24 says: "All powers given to a local authority under this Act shall be deemed to be in addition to and not in derogation of any other powers conferred upon such local authority by Act of Parliament, law, or custom and such other powers may be exercised in the same manner as if this Act had not been passed." Section 25—which is the section Mr. Macmorran naturally relies upon—says that section 150 of the Public Health Act, 1875, shall not "apply to any district or part of a district in which this Act is in force." We have now to apply these several enactments to a case in which the local authority—the district council—gave a notice under section 150 of the Public Health Act, 1875, while that Act was in force in this district. There was a perfectly valid notice, and under that the local authority did what they were clearly entitled to do—apportioned the expenses among the frontagers. That notice was in force for nearly three years—two and three-quarter years at least—and in the interval, the notice having expired and nothing having been done, the district authority applied to the Local Government Board to sanction a loan for the purpose of doing the work. That was the state of things when, in June, 1894—nearly three years afterwards, it is true—the district authority resolved to adopt the Private Streets Works Act, 1892. Now then, as from that time, section 25 of the Act of 1892 says that section 150 of the Public Health Act, 1875, is not to be in force. But it would be a very forced construction to hold that the notice which was given was to be dropped, and that everything done under it must go for nothing. Even without the aid of the Interpretation Act, 1889, I should come to the conclusion that that could not be the right view. But if we fall back upon the Interpretation Act, I cannot help thinking that, the moment you find a provision that a particular section ceases from a certain date to apply to a certain district, that is a repeal from that time so far as regards that district. I cannot see any difference, practically. That, therefore, lets in the provisions contained in section 38 of the Interpretation Act, 1889 (52 & 53 Vict. c. 63). Sub-section 2 says that "where any Act passed after the commencement of this Act repeal any other enactment, then, unless the contrary intention appears, the repeal shall not (*b*) affect the previous operation of any enactment so repealed, or anything duly done or suffered under any enactment so repealed; or (*c*) affect any right, privilege, obligation, or liability acquired, accrued, or incurred under any enactment so repealed." If there is otherwise any doubt about the matter that enactment is amply sufficient to remove it. I cannot come to the conclusion which Mr. Macmorran has urged us to come to, that the true construction of the Private Streets Buildings Act, 1892, is that the adoption of that Act renders any previous notice futile merely because the Act of 1892 is in force. It is perfectly obvious, of course, that after the Act of 1892 comes into force you cannot give any fresh notice under section 150 of the Public Health Act, 1875, and therefore all the consequences of giving a notice under that section cease to apply. As for the future, it is clear that section 150 is to have no operation. But that does not affect a notice given previous to the adoption of the Act of 1892. I think, therefore, that the appeal fails, and must be dismissed with costs.

LOPES and RIGBY, L JJ., concurred.—COUNSEL, *Macmorran*, Q.C., and *Theodore Ribton*; *Warmington*, Q.C., *Swinfen Eady*, Q.C., and *Morton W. Smith*. SOLICITORS, *Woodbridge & Sons*; *H. R. Peake*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

HILL *v.* ROWLANDS. No. 2. 14th July.

MORTGAGE—RIGHT TO REDEEM—SECOND MORTGAGEE—ORDER NISI FOR FORECLOSURE, WITH LIBERTY TO REDEEM—CHIEF CLERK'S CERTIFICATE FINDING SIX MONTHS' INTEREST DUE TO FIRST MORTGAGEE—SECOND MORTGAGEE SEEKING TO REDEEM ON PAYMENT ONLY OF INTEREST TO DATE.

This was an appeal from a decision of Romer, J., who had refused a motion asking for leave to redeem a mortgage upon payment of less than the amount found due by the chief clerk's certificate. In 1895 the plaintiffs, the first mortgagees of certain property, commenced an action to enforce their security. On the 27th of March, 1896, after the plaintiffs had taken possession of the mortgaged property, an order in the usual form was made for foreclosure *nisi*. The order reserved to the second mortgagees liberty to redeem on paying to the plaintiffs within six calendar months after the date of the certificate, and at such time and

place as should be appointed, what should be certified to be due to the plaintiffs. In November, 1896, the mortgagor's trustee in bankruptcy paid off the second mortgagee, who thereupon reconveyed to him the mortgaged property, subject only to the first mortgage. On the 5th of May, 1897, the chief clerk made his certificate, certifying the amount which was due to the plaintiffs for principal and interest to the date of the certificate and for their taxed costs, and also for the further interest which would become due to the plaintiffs during the period of six calendar months allowed to the second mortgagee for redemption. The mortgagor's trustee in bankruptcy, in whom the rights of the second mortgagee were now vested, desired to pay off the mortgage debt and interest before the expiration of the period allowed for redemption. He, therefore, on the 12th of June, 1897, gave notice of motion that the plaintiffs might be ordered to reconvey the mortgaged property to him upon payment by him of the principal moneys and interest found due to the date of the certificate, together with interest from the date of the certificate down to the date of the service of the notice of motion. Romer, J., held that the trustee in bankruptcy was bound by the certificate, and could not redeem except on payment of the full sum found due by the certificate. His lordship therefore refused the motion with costs. The trustee in bankruptcy appealed.

THE COURT (LINDLEY, LOPES, and CHITTY, L.JJ., dismissed the appeal.

LINDLEY, L.J., said: This application has certainly the merit of novelty; but it is so entirely contrary to the settled practice of the court, and so contrary also to the principles by which we are always guided, that it cannot possibly succeed. I am not going to say anything about whether a mortgagor can or cannot stop a foreclosure suit before decree by tendering the money with interest to date. There seems to be some authority that he can. I express no opinion about that. I will assume that he could. But we are not now dealing with anything before judgment, but with a judgment and what has been done under it. The judgment is express. It is a judgment in the ordinary form for foreclosure of the mortgage, and it has reference to the sum which shall be found due on the chief clerk taking the accounts and making his certificate in the ordinary form. The certificate has now been made in the ordinary way, and the sum found due includes six months' interest. Now, after all that, the mortgagor comes and says that his tender need not be on the terms upon which he is entitled to redeem; he does not want to pay to the mortgagee what has been found due by the certificate, but he proposes to tender less. The mortgagor justifies that contention in this way. He says that the certificate has included interest for six months, and that the inclusion of that six months' interest was a concession to the mortgagor. It was giving him six months to redeem; but it was also an advantage to the mortgagee, because the mortgagee does not know whether he will have any money to invest or not. That period has been settled on considerations of convenience to both parties, and the mortgagor, when he comes to redeem under a judgment, must comply with the terms of the judgment, whatever his rights might have been if he had tendered the money before judgment. I think, therefore, that the appeal must be dismissed with costs.

LOPES and CHITTY, L.JJ., delivered judgment to the same effect.—COUNSEL, *Macnaghten*, Q.C., and *Waee*; *Levett*, Q.C. SOLICITORS, *Pritchard, Englefield, & Co.*; *Thomas White & Sons.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

Re **TIBBITS' SETTLED ESTATES.** North, J. 25th June.

COMPOUND SETTLEMENT—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), ss. 2, SUB-SECTION 1, 50, SUB-SECTION 3—SETTLED LAND ACT, 1890 (53 & 54 VICT. c. 69) s. 4, SUB-SECTION 1.

Charles Tibbits, by his will made on the 18th of June, 1828, devised his real estate (subject to his wife's life interest) to his granddaughter for life, with remainder to her first and other sons successively in tail male, and empowered her either before or after her marriage with any husband by deed or will to appoint a yearly rent-charge not exceeding £600 to such husband for his life, to take effect immediately after her decease, such rent-charge to be charged on the devised property, with power to limit a term to secure the same. The testator also authorized her by deed or will to charge the property with portions for younger children to the extent of £10,000, with power to limit a term for raising and securing such portions. The testator died in 1830 and the granddaughter married three times. On her first marriage in 1837 she, by a settlement, appointed the devised property to trustees for a term of 1,000 years from her death upon trust to raise portions for the younger children of the marriage. By a settlement made in 1849, upon her second marriage, she demised the property to trustees for ninety-nine years, if she should so long live, upon trust out of the income to raise an annual sum of £1,500, and out of the income to pay the premiums on certain policies of assurance upon her life which were thereby settled. A rent-charge of £600 was also appointed to the second husband. By a settlement made in 1858, after the third marriage, she appointed a yearly rent-charge of £600 to her third husband if he should survive her, and limited a term of 300 years from her death to trustees to secure such charge. She also thereby demised the property to trustees for ninety-nine years, if she should so long live, upon trust to pay her £1,500 a year out of the income, and subject thereto to pay the premiums on certain policies of assurance, and subject thereto to permit the third husband to receive the income during their joint lives. By a deed dated the 3rd of December, 1865, the entail created by the will was barred and the property was re-settled to such uses as the third husband, the granddaughter, and her son by the first husband should appoint, and in default of such appointment to the uses of the will. By a settlement made in 1871, upon the marriage of a daughter by the second husband, the third husband and the granddaughter demised part of the settled property to trustees for 100 years from the marriage (if the granddaughter should so long live) upon trust during the joint lives of the granddaughter and her daughter to raise out of the income the annual sum of £350, and if the daughter should die leaving her husband and issue her surviving then during the joint lives of the granddaughter and her husband to raise out of the income the yearly sum of £200, such sums of £350 and £200 to be held upon the trusts of a settlement of even date. On the 6th of February, 1894, North, J., made an order appointing two trustees for the purposes of the Settled Land Act of the will of Charles Tibbits and the re-settlement of the 3rd of December, 1886. Application was now made that these trustees might be appointed trustees of the compound settlement constituted by the will of the testator and the subsequent deeds so that the tenants for life might be enabled to exercise the powers conferred by the Settled Land Act.

NORTH, J., followed *Re Meade's Settled Estates* (1897, 1 L. R. Ir. 121), and made the order.—COUNSEL, *Errington*; *Burnett*. SOLICITORS, *Baker, Folder, & Upperton.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

Re **MARY ROSS'S CHARITY.** North, J. 10th July.

ECCLESIASTICAL CHARITY—LOCAL GOVERNMENT ACT, 1894 (56 & 57 VICT. c. 73), ss. 75, 14 (2), 70, SUB-SECTION (2).

This was a petition by the churchwardens of Bishop's Hatfield appealing from a decision of the Charity Commissioners. Mary Ross, by her will made in 1799, charged certain lands with the payment of £3 a year to be paid on the feast day of St. Thomas the Apostle in every year for ever to the churchwardens of the parish of Bishop's Hatfield to be laid out by them in the purchase of flannel petticoats, stockings, or gowns to be given as soon as might be to six old and poor widows of the said parish whom they should judge to be the properest objects to receive the same, with preference to those who, not being disabled by infirmity or sickness, were most constant in their attendance on the public services of the church. The Charity Commissioners held that this was not an ecclesiastical charity, and that the parish council had power to appoint trustees in the place of the churchwardens.

NORTH, J., held that this charity was not an "ecclesiastical charity" within section 75 of the Local Government Act, 1894, but an eleemosynary charity in respect of which the court would not look at the religion of the founder. On the construction of section 14 of the Local Government Act, 1894, he held that there could be no question that the parish council had power to appoint trustees in the place of the churchwardens. His lordship therefore dismissed the petition.—COUNSEL, *Lord Robert Cecil*; *Vaughan Hawkins.* SOLICITORS, *Mason & Co.*; *Claton.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

THE URBAN DISTRICT COUNCIL OF HANDSWORTH *v.* DERRINGTON & BOTTLELEY. Kekewich, J. 9th July.

LOCAL GOVERNMENT—"SEWER"—DRAIN—NEW STREET—STREET TAKEN OVER BY LOCAL AUTHORITY—FRONTAGER—OMISSION TO SERVE NOTICE ON ONE FRONTAGER—CONDITION PRECEDENT—DRAINS CONSTRUCTED BY FRONTAGERS—LIABILITY FOR EXPENSE OF "SEWERING" STREET—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 13, 15, 18, 150, 257, 268.

This was a case which dealt with the question of liability of the owners of houses in a street for the expense of sewering a street in which there were already in existence drains and sewers, and which must be presumed to have been taken over by and to be vested in the local authority. The action was for a declaration under section 257 of the Public Health Act, 1875, that the proper proportion of expenses incurred by the plaintiffs in executing works of street improvement in Putney-road, Handsworth, payable by the defendants as frontagers to the street was a charge upon premises in the street of which the defendants were leaseholder and mortgagee respectively, and that such proportion of the expenses might be raised by sale of the premises and paid to the plaintiffs. The premises in question were nine houses, of which the first defendant was leaseholder for a term of ninety-nine years from the 31st of August, 1893, and the second defendant was mortgagee. On the 16th of February, 1894, the plaintiffs served the usual notice under section 150 of the Public Health Act, 1875, on the leaseholder to sewer, &c., the street. This notice was not complied with, and thereupon the plaintiffs did the work themselves in the early part of 1895, and served the first defendant with a notice that the sum of £162 7s. 2d. was due from him as his apportioned share of the expense of sewering. On formal demand being made the defendant objected to pay, and the parties consequently went to arbitration on the apportionment. The arbitrators, by their award dated the 9th of October, 1896, found that the sum due from the defendant was £158 11s. 8d. On the 26th of October, 1896, the plaintiffs served notice on the defendant to pay this amount, and on the defendant declining to do so, they issued the writ in this action on the 3rd of February, 1897. It was admitted by the plaintiffs that at the date when they served their notices the various houses or groups of houses were served by drains draining more than one house and running into the public sewers in other roads; but they contended that the road had never been sewered as a whole or to their satisfaction within the meaning of the Act, and that the existing drainage did not as a fact amount to a sewering of the street within the Act. They also admitted that they had omitted to serve one of the frontagers with a notice to sewer. The defendants contended that when the notices were served the street was already sewered, and such

sewers were vested in the plaintiffs or their predecessors who were liable to renew them, and that the defendants were not liable under the Act for any proportion of the expenses connected with sewering. They further said that a portion of the sewering was carried across cross-roads, where there could consequently be no owning or occupying frontagers. And they also contended that inasmuch as notice had not been served on one frontager the requirements of section 150 of the Public Health Act, 1875, had not been complied with, the words "respective owners" in that section being equivalent to "each and every owner."

KEKEWICH, J., said: The main question, indeed the only question, which I have to decide is whether when the local authority issued the notices under which Putney-road was to be sewered that road must or must not be regarded as being "sewered" to the approval of the local authority within the meaning of section 150 of the Public Health Act, 1875. That the local authority were not satisfied is evident from a report made to them by their officer, and which they adopted. They were not satisfied, as a matter of fact, but the point made against them is that this avails them not because as a matter of law they must be presumed to have been satisfied. There is, of course, no question here of fraud or impropriety. The whole question turns on the application and construction of the Act of Parliament and of the cases. I will take it that this street had been taken over by the local authority, and that therefore Mr. Renshaw's argument proceeded upon a right basis, and I will take it that there were sewers under the street for the purpose of draining particular houses. It does not follow that the street was "sewered"—*i.e.*, sewered as a street within the meaning of the Act. It is wrong to say that a street is "sewered" when all that exists is merely a series of sewers or drains draining houses on one side of the street in one direction and houses on the other side in another direction, and where there is no one system of sewering. It must be remembered that a street grows—it does not come into complete existence at once, and that is so, although it is of course in one sense an entity at one particular point of time, yet from time to time it is enlarged. Were I asked I should on the evidence very much doubt whether this street had been sewered at all, but that is not the question which I have to decide. The question for decision is whether this street was sewered to the satisfaction of the local authority. From the cases of *Fulham District Board of Works* v. *Goodwin* (1 Exch. D. 400, 25 W. R. Dig. 156) and *Benella* v. *Twickenham Local Board* (35 W. R. 578, 36 W. R. 50, 18 Q. B. D. 577, and 20 Q. B. D. 63) it is clear that the local authority must, within a reasonable time of taking over a street, once for all determine whether or no the street is sufficiently sewered, and that when once the determination is come to that the street is sufficiently sewered, and the powers under section 150 of the Public Health Act have come to an end, they must keep in repair or alter the sewers at their own expense, and cannot come upon the frontagers. Further than that, when the local authority has been in possession of the street for some time and have done nothing in the matter, it must be assumed that they have determined that the street is sufficiently sewered, even though as a matter of fact they have come to no such determination at all. That is, if I may say so, in my opinion, quite in accordance with common-sense and the ordinary application of the rules of life as to such matters. What has been done here? From time to time, apparently, the owners of frontages have been anxious to know what they ought to do with respect to drainage, and have consulted the local authority. It is quite possible that an officer of that authority in giving them advice may have assured them that if they followed it they would never again be bothered with respect to the matter, but such a statement by their officer in no way binds the local authority. It is no statement by him of their behalf that the road is properly sewered; far from it, the very thing they were doing shewed that there was then no sewering of the street as a whole. Unless the authority had at the time taken over the street, they cannot be assumed to have approved it as properly sewered. In my opinion, therefore, the local authority did not exhaust the time allowed them for coming to a determination whether or no the street was sufficiently sewered. They decided it was not. When they first considered the question it is clear that the street was not sufficiently sewered, and they took proceedings on that footing. I think they were right in so doing, and were acting in conformity with the statute. Then there is another point raised which deserves separate notice. Section 150 of the Public Health Act provides that the "authority may, by notice addressed to the respective owners or occupiers of the premises fronting, &c., such parts as may be required to be sewered, &c., require them to sewer, &c., the same within a time to be specified in such notice." And if such notice is not complied with "they may execute the works" themselves, and recover the cost of so doing from the "owners in default" proportionately to their frontages. That is clearly a condition precedent, and, as I agree with the argument of counsel for the defendant that "respective" means all and every, the result is that, unless the authority gave notice to every one of the frontagers, they would at once be met by an objection, technical in a sense it is true, but nevertheless having something behind it; and this is equally so whether they omitted 1 or 75 per cent. of the frontagers. Now, the defendant might clearly have raised this plea in bar at the time, but the question is, Can he raise it now? He might, for instance, have raised the question before the arbitrator by saying, "I am overcharged because you have omitted to charge a frontager, and consequently you are trying to make me pay more than my proportionate share." Then, had the authority replied, "We omitted to serve that frontager with notice, and therefore cannot charge him, and therefore you must pay more," the obvious answer to that would have been "That is bad at law," and the whole transaction could have been challenged. The arbitration was, however, completed, and the award has been made, and, in my opinion, it is too late to raise this objection now. The award has, I think, closed whatever points the defendant might have, prior to its being made, raised under section 268 of the Act. There must, therefore, be a declaration that the plaintiffs have a charge for the sum claimed, with interest, however, at 4 per cent. only. There must also be the usual foreclosure directions.—COUNSEL, *Warrington*, Q.C., and *Hugo Young*; *Renshaw*, Q.C., and *C. F. Vashell*. SOLICITORS, *Ward & Co.*, Handsworth; *Coleman & Co.*, Birmingham.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

COULTHURST v. THE WHITSTABLE OYSTER FISHERY CO. Romer, J. 2nd and 9th July.

COMPANY—POWER OF SALE—SCHEME FOR RECONSTRUCTION—ULTRA VIRES.

Motion. The plaintiff in this application was seeking an *interim* injunction to restrain the defendant company and its directors from transferring the undertaking and property of the company upon the terms of an agreement of the 14th of January, 1897, and from paying out of the funds of the company the expenses of the formation and promotion of the new company. The company had been incorporated under an Act of 1793, with powers of borrowing, and under these powers a sum of £40,000 had been borrowed, and was still due. By the Whitstable Oyster Fishery Act, 1896, the company was reconstituted and its powers altered and enlarged. The preamble of this Act expressly stated that it was expedient that the company should be empowered to sell and dispose of the fishery and all its undertaking and property. By section 2 the Companies Clauses Act, 1845, and Part I. (Cancellation and Surrender of Shares), Part II. (Additional Capital), Part III. (Debenture Stock), and Part IV. (Change of Name), of the Companies Clauses Act, 1863, were incorporated, and formed part of the Act. By section 3 the company were empowered at any time, either before or after the reconstitution of the company, to sell and dispose of the fishery and its undertaking, and it was provided that, in the event of any such sale taking place, the company should, subject to the provisions of the Act, be wound up in the same manner and with the same incidents as if the company were a company registered under the Companies Acts, 1862 to 1890. By an agreement of the 14th of January, 1897, an agreement was entered into for the defendant company to register a new company, a limited liability company, to be called the Whitstable Oyster Fishery Co. (Limited), with a capital of £250,000, in £1 shares, and for the sale of the defendant company's property and undertaking to the new company in consideration of a covenant by the new company to pay all the mortgage and other debts and obligations of the defendant company, and of an allotment of fully paid-up shares in the new company to members of the defendant company, and also to widows of deceased members entitled to allowances. The final clause of the agreement was to the effect that if the agreement should not be adopted by the new company, it could be rescinded by either party, and all expenses of and incident to the agreement and formation of the new company should be borne by the defendant company. Meetings of the defendant company had been held and resolutions passed for the conversion of the defendant company into a limited liability company, and in effect of the adoption of the agreement of the 14th of January. It was contended on behalf of the plaintiffs that the proposed transfer was not a sale enabling the company to be wound up under the Companies Acts, 1862 to 1890, within the meaning of section 3 of the Act of 1896; that what was proposed was in effect a barter and not a sale; and that there was not sufficient provision made for the unlimited liability of the members of the old company. It was also contended that the proposal for possible payment of the costs of promotion of the new company by the defendant company was *ultra vires*.

ROMER, J., said: The defendant company by the special Act is now incorporated and governed by the Companies Clauses Act, 1845. Apart from any exceptional power conferred by the special Act it would not be entitled to sell its undertaking or to reconstitute or register itself as a company under the Companies Act, 1862, or to wind up voluntarily. Now the only exceptional power given by the special Act is one for the company to sell and dispose of its undertaking; coupled with the provision that in the event of a sale the company shall be wound up as if it were a company registered under the Companies Acts, 1862 to 1890. It is noticeable that if there is a sale a winding up must take place. The words are that in the event of a sale the company shall (not may) be wound up, and I gather that the winding up is for the benefit of all concerned, creditors as well as shareholders, and that what is authorized and contemplated is a sale to be followed by an immediate winding up in which the rights of creditors and shareholders alike can be finally provided for and settled. Bearing the above circumstances in mind, is the agreement of the 14th of January, 1897, a sale within the meaning of the special Act? In my opinion it is not. It is really an attempt to reconstruct the company, and to turn it into a company under the Companies Acts, 1862 to 1890, and nothing more. That this was the real and sole object of the agreement is shown by the notices sent to the shareholders as well as by the provisions of the agreement itself. As matters stand there is no purchase price fixed. Certainly no money or consideration is to be paid to the company, *qua* company, and if a winding-up ensues I do not see under this agreement how the creditors are to be paid. And, moreover, there is a provision in the agreement whereby the costs of creating the new company, which is supposed hereafter to be the purchaser, may have to be paid by the defendant company out of its assets, not only if the new company does not adopt the agreement, but if it does not also duly complete the same. It appears to me, under the circumstances, that the agreement in question does not constitute a sale, and is not binding on the defendant company. It was suggested that section 161 of the Companies Act, 1862, helped to make the agreement effective. As matters at present stand, I think that section has no application. Until a sale there can be no voluntary winding up and no

recourse to the provisions of the section. And even if this were otherwise the provisions of the section have not been complied with. No provision is made for dissentient shareholders. Moreover, the notices concerning the meetings give no notice to the shareholders that it was proposed to proceed under the section. It has been decided that notices of this kind must give the shareholders distinctly to understand that it is proposed to proceed under the section (see *Imperial Bank of China* v. *Bank of Hindustan*, 16 W. R. 1107, L. R. 6 Eq. 91). In fact, in the present case it was never contemplated that the section should be acted on. Under these circumstances, being of opinion that the agreement relied on is not a sale under the Act, and is not now binding on the company, I must restrain the directors from acting on it until judgment or further order, and in particular from applying any of the assets of the company in paying any expenses connected with the formation of the proposed new company. —Counsel, *Swinfen Eady*, Q.C., and *J. Bradford*; *Cozens-Hardy*, Q.C., and *Ashton Cross*; *F. Law*. Solicitors, *Speechly, Mumford, Landon, & Rodgers*; *T. Richards*.

[Reported by Ralegh B. Phillpotts, Barrister-at-Law.]

Re **HOLT. HOLT** *v.* **HOLT.** Byrne, J. 9th July.

Practice—Trustee—Married Woman—Restraint on Anticipation—Tenant for Life—Breach of Trust—Liability of Trustees—Impounding Interest of Married Woman — Defence — Claim against Co-defendant raised in Defence — Third-party Notice — Liberty to Apply—Jurisdiction—Trustee Act, 1893 (56 & 57 Vict. c. 53)—R. S. C., Ord. 16, r. 55.

This was an action in which certain infants by their next friends claimed, *inter alia*, a declaration that the trustees of a settlement were liable to make good certain trust funds, and for the execution of the trusts of the settlement. The defendants were the personal representatives of the trustees and the tenant for life. The facts of the case were as follow: Under a marriage settlement dated the 16th of January, 1878, a sum of £1,500 was paid to the trustees thereof on trust to pay the income to the tenant for life, Helen E. Holt, for her life for her separate use without power of anticipation, and after her death to her husband, J. O. Holt, if he should not have been bankrupt; and subject thereto, in trust for the children of the marriage who, being sons, should attain the age of 21 years, or being daughters, should attain that age or marry under it. In January, 1893, the trustees advanced the sum comprised in the marriage settlement to the husband and wife on their joint and several promissory notes and on certain other securities. The representatives of the trustees (who were both dead at the time of the action) put in separate defences, in both of which they claimed that the interest of the tenant for life under the settlement ought to be impounded under section 45 of the Trustee Act, 1893, by way of indemnity to the estates of the trustees. The tenant for life did not put in a defence. At the hearing of the action the objection was taken on her behalf that her liability to have her life interest impounded could not be gone into on the present occasion, and that if the matter was to be tried a fresh action ought to be brought. It was further argued that if the point could be raised in the present action, it ought to have been raised by a counter-claim or a third-party notice, under R. S. C., ord. 16, r. 55. On the other side it was submitted that in an administration action the court could administer all equities, and that, under the old practice, the court had ample jurisdiction to direct such an inquiry.

Byrne, J., in giving judgment, stated that in his opinion a gross injustice would be done if he were to hold that this point could not be raised except by bringing a new action, with all the consequent expense. The principle in the present case appeared to his lordship to be the same as in *Sawyer* v. *Sawyer* (33 W. R. 403, 28 Ch. D. 595.) His lordship therefore held that he had jurisdiction, and gave to the representatives of the deceased trustees liberty to apply in chambers with reference to enforcing such rights as they might have against the tenant for life, and as to the method of determining such matter, the order to be prefaced by the words "and at the request of the trustees' representatives give them liberty to apply."—Counsel, *MacSwinney*; *Wilkinson*; *Badcock*; *R. J. Parker*. Solicitors, *T. G. Bullen*; *Crowders & Vizard*, for *Stratton & Son*, Wolverhampton; *Sharpe, Parker, Pritchards, & Barham*, for *Ryland, Martineau, & Co.*, Birmingham.

[Reported by J. Arthur Price, Barrister-at-Law.]

High Court—Queen's Bench Division.

THE QUEEN *v.* **THORNTON.** Div. Court. 13th July.

Licensing Law—Removal of Licence from one Part of District to Another—"Off" Licence—Notice to Owner of Licensed Premises—Licensing Act, 1872 (35 & 36 Vict. c. 94), s. 50.

Rule *nisi* for *certiorari* to quash an order of the Wandsworth justices for a licence to one Laceby to sell by retail beer, wines, and spirits at a house, No. 2, Abercrombie-street, Battersea, to be consumed off the premises, on the ground that the order was in effect an order for removal under section 50 of the Licensing Act, 1872, and Laceby did not comply with the requirements of that section. The facts were as follows: Laceby was the assignee of an underlease of the 23rd of May, 1879, whereby premises known as the "Five Alls," No. 567, Battersea Park-road, were sub-demised for twenty-one years from the 25th of December, 1878. A licence to sell beer and wines (extended to spirits in 1881) to be consumed off the premises was granted in respect of the "Five Alls" in 1878, and was annually renewed up to the 5th of March, 1897. In 1891 Laceby (or his predecessor as underlessee) obtained liberty to open a doorway between the cellar of the "Five Alls" and the cellar of the adjoining house, No. 2, Abercrombie-street, the communication between the latter cellar and the remainder of that house being at the same time blocked up; in the same year a licence was granted to him in respect of the cellar of No. 2, Abercrombie-street, since which he used it as part of the cellar of the "Five Alls." In 1896 Lacon & Co., a firm of brewers, purchased the head lease of the "Five Alls." At the adjourned licensing sessions for Wandsworth, held on the 26th of March, 1897, Laceby, who had then acquired the whole of No. 2, Abercrombie-street, applied for an off-licence for the whole of that house, offering at the same time to surrender the licence of the "Five Alls." No notice to Lacon & Co. was given of the intended application, but, hearing of it, they attended and opposed. The licence was granted upon the condition that Laceby surrendered the licence of the "Five Alls," and forthwith ceased to sell liquor there. Section 50 of the Licensing Act, 1872, empowers the licensing justices to sanction the removal of a licence from one part of a licensing district to another part, and provides that a copy of the notice of an intended application for such removal "shall be personally served upon or sent by registered letter to the owner of the premises from which the licence is to be removed," and that "the justices to whom the application is made shall not make an order sanctioning such removal unless they are satisfied that no objection to such removal is made by the owner of the premises to which the licence is attached." Subject to the above and other conditions, the justices "shall have the same power to make an order sanctioning such removal as they have to grant new licences; but no such order shall be valid unless confirmed by the confirming authority of the licensing district." It was contended on behalf of Laceby and of the justices who shewed cause against the rule that there was no removal of the licence of the "Five Alls" to No. 2, Abercrombie-street, but that the order was a grant of a new licence to the latter premises, and that consequently section 50 had no application, and the owner of the "Five Alls" had no *locus standi*; and, further, that section 50 did not apply in the case of an "off" licence, no confirmation of such licence being required.

The Court (Cave and Ridley, JJ.) made the rule absolute.

Cave, J., after stating the facts, said that the only object in taking in the cellar of No. 2, Abercrombie-street in 1891 was to increase the storage space of the "Five Alls," the new cellar becoming in fact part of the cellar of that house. The proper course would have been not to have granted a new licence in respect of the added cellar, but to have shewn upon the existing licence of the "Five Alls" that it included that cellar. If that had been done there would only have been one licence—namely, that of the "Five Alls." Then, the tenant of the "Five Alls" having acquired the adjoining house, applied for a licence for that house upon condition of his surrendering the licence of the "Five Alls." If that was not an application for the removal of the licence from the "Five Alls" to the adjoining premises it was difficult to say what it was. Therefore section 50 of the Licensing Act, 1872, would apply unless it had no application to "off" licences. It was said that it did not apply because it required confirmation of the order by the comfirming authority, and no such confirmation was required in the case of an "off" licence. But that was because of the enactment contained in section 24 of the Licensing Act, 1874; and the very fact that it was necessary to pass that section shewed that at all events in the case of a new "off" licence confirmation was up to that time required. Section 50 dealt with removals of licences as if they were grants of new licences, and made no distinction between "on" and "off" licences, and it was clear that they were dealt with alike until 1854. He was therefore of opinion that section 50 applied to "off" licences, and that as the owner had not been served under that section the justices had no jurisdiction to make the order. The rule must be made absolute.

Ridley, J., thought that although strictly speaking it might be said that the licence was not removed from the one premises to the other, that arose merely from the fact that a licence to the cellar had been informally granted in 1891. If that had been properly granted the "Five Alls" only would have been licensed, and the present application would have been in form as well as in substance an application for removal. The circumstances were exactly those which section 50 was intended to guard against, and the application ought to be treated as one for a removal of a licence. Rule absolute.—Counsel, *Horace Avory*; *Dickens*, Q.C., and *J. C. Earle*; *Lawson Walton*, Q.C., and *Travers Humphreys*. Solicitors, *Corsellis, Mossop, & Berney*; *W. W. Young & Son*; *Wellington Taylor*.

[Reported by T. R. C. Dill, Barrister-at-Law.]

BURGESS (Appellant) *v.* **MORRIS** (Respondent). Div. Court. 10th July.

Metropolis—Street Lamp—Accidental Damage To by Driver of Omnibus—Lamp Projecting Over Roadway—Liability of Driver—Metropolis Management Act, 1855 (18 & 19 Vict. c. 120), s. 207.

Case stated by a metropolitan police magistrate. At the North London Police Court a complaint was preferred by the appellant, a surveyor of the vestry of the parish of St. Mary, Stoke Newington, under section 207 of the Metropolis Local Management Act, 1855 (19 & 18 Vict. c. 120), against the respondent, for that he, the respondent, did carelessly or accidentally break, throw down, and damage a lamppost and lamp. This complaint was heard and dismissed by the magistrate. The facts proved were these: On the east side of a certain street in the parish there was a lamppost and lamp, under the control of the vestry, used for lighting the road. It was placed on the footway so near to the kerb and at such an angle from the perpendicular that it projected over the roadway to a certain extent. The roadway opposite the lamp was higher at the centre or crown than at the side at which the lamp was, and at the edge of the road there is a granite channel. The respondent was the driver of an omnibus which on the day mentioned in the complaint he was

driving along the road from north to south on the proper side of the road. On approaching the part of the road where the lamp was situated the horses swerved and drew the omnibus close to the kerb on the east or near side of the road, on which side the lamp stood. The respondent then drove the omnibus away from the kerb, and while it was being so driven the rail of the omnibus struck the lamp and broke it, doing damage to the lamp to the value of £2 7s. 9d. There was no negligence on the part of the respondent. The difference between the height of the carriage-way on the off side of the omnibus and the channel adjoining the kerb caused the omnibus to lean towards the lamp and somewhat over the footway, and the leaning of the omnibus and the position and proximity of the lamp to the carriage-way, caused the omnibus to strike the lamp. On the part of the appellant it was contended that notwithstanding the circumstances aforesaid the respondent was responsible in law for the damage to the lamp. On the part of the respondent it was contended that under the circumstances he was not responsible for the damage and could not be convicted under section 207 of the 18 & 19 Vict. c. 120, the real cause of the accident being the improper and unsafe position in which the lamp was placed. The learned magistrate was of opinion that under the circumstances the lamp was in an improper position and unsafe position, and that the damage was really caused thereby, and that no liability attached to the respondent, and he dismissed the complaint accordingly. The question now was, whether he came to a correct determination in point of law. Section 206 of the Metropolis Management Act, 1855, provides: "If any person wilfully take away, break, throw down, or damage any lamp set up for lighting any of the streets in any parish mentioned in the schedules," then he may be brought before some justice, and if he be convicted of the offence he shall forfeit a sum of 40s. and pay the amount of the damage; and section 207 provides: "In case any person carelessly or accidentally break, throw down, or damage any such lamp, or the iron or other furniture thereof, he shall pay the amount of the damage done." For the appellant it was now contended that if the damage were wilful then section 206 would apply, and there would be the liability to a penalty as well as to the amount of the damage, but as this was not a case of wilful damage that section would not apply; that as there was no negligence proved it was not a case of negligence, but that it was accidental damage, and as being the result of an accident the case was within section 207, and the respondent was liable: *Harding* v. *Barker* (37 W. R. 78). For the respondent it was admitted that if the damage had been the result of a pure accident without more the case would have been within section 207; but it was contended that this was not result of an accident but that the real cause of the damage to the lamp was the carelessness or neligence of the vestry in allowing the lamp to project over the roadway.

THE COURT (CAVE and RIDLEY, JJ.) were of opinion that the case came within section 207, and they allowed the appeal accordingly, and remitted the case to the magistrate.—COUNSEL, *Holloway; Lush.* SOLICITORS, *G. Webb; Hicks, Davis, & Hunt.*

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

*** In the report of *Llewellyn* v. *Vale of Glamorgan Railway Co.* (*ante*, p. 623), the names of the solicitors for the plaintiffs should have been given as *Soames, Edwards, & Jones*, as agents for *Randall & Co.*, of Bridgend, Glamorgan.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

VICTORIA PENSION FUND.

	£	s.	d.
Amount acknowledged last week	7,574	13	0
Routh, Stacey, & Castle, 14, Southampton-street, Bloomsbury, W.C.	26	5	0
Eustace Marzetti, Bartholomew House, Bank, E.C.	1	1	0
Frederick Smith, Prescot	2	2	0
W. H. Greenbank, 10, Serjeants'-inn, E.C.	2	2	0
H. C. Burnett, 20, Old Cavendish-street, W.	1	1	0
	£7,607	4	0

The following correction should be made in last week's insertion: Aldridge, Thorn, & Sherrington, 31, Bedford-row, W.C., £2 2s., should be G. S. Sherrington, 31, Bedford-row, W.C., £2 2s.

ANNUAL GENERAL MEETING.

The annual general meeting of the Incorporated Law Society was held on Friday, the 9th inst., at the Society's Hall, Chancery-lane, Mr. JOSEPH ADDISON, the retiring president, taking the chair. There was a very large attendance, the hall being crowded.

PRESIDENT AND VICE-PRESIDENT.

Mr. WM. GODDEN (London) and Mr. CHAS. BERKELEY MARGETTS (Huntingdon) were elected as President and Vice-President for the year ensuing.

MEMBERS OF COUNCIL.

The following gentlemen, each of whom had retired by rotation, were re-elected upon the Council: Mr. Joseph Addison (London), Mr. Henry Attlee (London), Mr. James Samuel Beale (London), Sir Henry Fowler (London), Mr. John Hollams (London), Mr. Henry Manisty (London), Mr. Henry Roscoe (London), Mr. Cornelius Thomas Saunders (Birmingham), and Mr. Robert Lowe Grant Vassall (Bristol). Mr. Joseph Farmer Milne (Manchester) was elected to the vacancy caused by the resignation of Mr. Jas. Heelis (Manchester).

AUDITORS.

Mr. Frodc. H. Lee, Mr. E. H. Nash, and Mr. J. S. Chappelow, F.C.A., were re-elected as auditors.

SOCIETY'S ACCOUNTS.

The PRESIDENT moved the adoption of the income and expenditure account for the year ending the 31st of December, 1896, which shewed an income of £32,555 3s. 6d., of which £2,832 8s. 7d. was in excess of expenditure, and the Trust Prize Funds account shewing an income of £301 2s. 10d., with a balance of £15 13s. 8d.

Mr. CHAS. FORD (London) said he could not help again calling attention to the Articled Clerks' Fund, and the charges which were uniformly imposed upon it. The sum received from articled clerks was nearly £8,000. Out of that the Council expended by way of encouraging articled clerks to qualify themselves for the profession the munificent sum of £144 14s. 10d. for prizes. What did they do with that £8,000 to encourage legal studies? They debited the articled clerks' account with the frightful sum of £657 for "Rates, taxes, and voluntary subscriptions" on the part of the building which these unfortunate young gentlemen were allowed to use in connection with the examinations and the library. "Salaries to officers, clerks and servants and pensions" were put down at £3,137 9s. 6d. as their share; "Printing, stationery, and advertisements" £617 4s. 2d. He did not object to this. "House expenses" were put at £501 13s. 5d. What had articled clerks to do with house expenses. Then there were "Fees to tutors, assistant examiners, &c., and grants to provincial law societies, £3,509 18s. 4d." He dared say members of the profession knew that what was given out of the £3,500 to the provinces was a miserable pretence in the way of legal education, and he could not understand why the provincial societies allowed such a state of things to go on. £7,900 was received from articled clerks, a large proportion of which was contributed by country articled clerks. He hoped that as time went on the Council would be more liberal. There was also debited to the account £1,700 for "Nominal rent" of the society's building. He sincerely hoped that when the society got some further assistance from the imperial revenue there would be a further adjustment by the Council under this head.

The PRESIDENT: I daresay Mr. Ford is aware that Mr. Travers Smith, who was a respected member of the society, has by his will left us a sum of £6,500, to be applied exclusively for the benefit of legal education in the shape of founding scholarships.

The motion was adopted.

COUNCIL'S REPORT.

The PRESIDENT moved the adoption of the annual report.

Mr. EDMUND KIMBER (London) said that at the last annual meeting there had been a pretty strong discussion upon the

ADMINISTRATION OF THE BANKRUPTCY ACT.

There was not a word in the report upon the subject. What had the Council been doing in the meantime?

Mr. A. H. HASTIE (London) rose to order. There was nothing about the subject in the report.

The PRESIDENT ruled that Mr. Kimber was in order.

Mr. HASTIE: In discussing things that are not in the report?

The PRESIDENT: Yes.

Mr. KIMBER said that his experience led him to the belief that business was leaving the offices in Carey-street. He understood that some of the officials had already left, and had applied for situations in accountants' offices. Could anyone say that the administration of the Bankruptcy Act had become more popular or that the division of an estate by the Board of Trade had become more satisfactory. He asserted that it was expensive, dilatory, unrighteous, litigious, unfair, and unjust. These words he had used fearlessly every time he appeared in the court. He was not against the official receivers personally, but he was against the red tape and routine with which they conducted their business. He was proceeding to refer to some cases within his own experience, when

The PRESIDENT observed that he did not like to interrupt, but Mr. Kimber was getting rather wide of the mark.

Mr. KIMBER submitted that, inasmuch as the administration of the Bankruptcy Act was a great grievance, there should have been some reference to it in the report. He would like to know what the Council had done, and especially what had been done by its members who had seats in the House of Commons. It was high time there should be some ventilation of the subject. He believed the grievance was still greater among the public than at this time last year.

Mr. A. H. HASTIE (London) said he would also call attention to something left out of the report. The following paragraph appeared: "Her Majesty having graciously expressed her willingness to accept an address of congratulation from the society on the completion of the sixtieth year of her reign, an address has accordingly been presented to her Majesty." But he did not see any notice of the fact that the Council had been entrusted, as was the case with the Bar Committee, with 100 tickets for seats to view the

JUBILEE PROCESSION.

These the Council had appropriated to themselves and their friends instead of distributing them by ballot as the Bar Committee had done. The Council had decided that because there were so many members of the society it was impossible to ballot for the tickets. But that was rubbish, as the difficulty could have been easily got over. The last people who should have received the benefit of the seats were those who acted as trustees of the tickets. He begged to move: "That this meeting disapproves of the manner in which the members of the Council dealt with the Jubilee tickets"

The PRESIDENT: I shall not take any such notice of motion.

Mr. HASTIE: Very well, sir. Then we will have a special meeting.

Mr. F. R. PARKER (London) thought that a great many of the members would agree that they did not begrudge the small things which might fall into the hands of the Council. With regard to the

LIBRARY

he reminded the Council of their promise with regard to the publication of a supplement to the catalogue, and expressed a hope that the Library Committee would take the matter into consideration and take some step to carry out their promise. With regard to the

REGISTRY OF PROPERTIES,

it appeared to him that the Council were conducting it on principles which could not possibly succeed. When it was established the members were charged a fee for making entries, but these were published for the society at large. Now both sides were taxed; the one for making the entry, which was perfectly proper, and the other for receiving a copy of the entry, which he thought should be included in the first fee, otherwise the first party did not get any benefit from the entry. He thought the society was playing into the hands of estate agents in regard to that branch of solicitors' business which they ought to keep to themselves, and that they were losing a very valuable feature of the society. There was a matter not mentioned in the report which was of importance—namely, the revival of the practice of summoning

THE JUDGES TO THE HOUSE OF LORDS,

and closing the courts of Queen's Bench in consequence. A short time ago no less than eight judges were summoned to take part in the hearing of an appeal in the House of Lords, and from six to eight courts in the Queen's Bench Division were closed in consequence. The House of Lords had at its command the two Lords in Ordinary created by the Appellate Jurisdiction Act of 1876 and several high officials, and it would be a very poor compliment to the House of Lords to suggest that they could not decide an appeal without closing six to eight of the courts of the High Court of Justice. The judges could not vote or take any part in the judgment pronounced. All they could do was to deliver their answers to certain questions propounded to them, and these answers the lords were not bound to act upon in any way. It was greatly to be regretted that the practice had been revived, and that the advantage of one suitor was to be put against the convenience of the numerous suitors kept waiting in the Queen's Bench, and the society ought to remonstrate against it.

Mr. FORD wished to emphasize Mr. Parker's remarks. He regretted that there was not a word in the report as to the manner in which the

BUSINESS OF THE HIGH COURT

was conducted. It was a vital and urgent question, and one which affected the whole of her Majesty's subjects in England and Wales. The omission might partly be explained from the fact that there were many members of the Council attending to their conveyancing business who did not know or care much about the work which went on in the High Court of Justice. He was sorry that the Council had not allowed him to bring forward a notice of motion proposing that the society should establish a

MISSION

like the Oxford House so well maintained by the Bar. The opinion of the Council was that it could not be dealt with in view of the terms of the charter, but he submitted that if they could deal with the Victoria Pension Fund they could deal with his suggestion. The question of

LEGAL EDUCATION.

was a grievous one. It was, indeed, sad to think that the society was so far behind the times in what they called legal education. The system still was to make use of the Postmaster-General with a view to transmitting through the post questions and answers, and this was described as legal education. There was a gratifying feature that the Council felt they were hardly equal to the occasion and shewed a distinct tendency to throw themselves into the arms of the Council of Legal Education. Whilst he felt that the society might very well have had the control of legal education, still, if they were unequal to the occasion, they could not do better than go cap in hand to the Council of Legal Education and ask them to assist them in this very responsible work. He quite agreed with Mr. Parker that a great deal more use might be made of the registry of properties for the advantage of the whole profession. There was a paragraph referring to the

RECORDS OF THE SOCIETY OF GENTLEMAN PRACTISERS IN THE COURTS OF LAW AND EQUITY

as follows: "Some years ago the secretary found in the basement of the Incorporated Law Society's Hall a box containing the minute-book and other documents relating to the proceedings of the above society. The society was established in the year 1739, and the minutes continue until the year 1810, when they break off abruptly. No further minutes have been found; but Dr. Freshfield, to whom the Council are greatly indebted for writing an introduction to the records, obtained evidence that the society was still in existence in the year 1822. The records are of considerable interest, especially that portion dealing with the society's litigation with the Scriveners' Co., an admirable summary of which is contained in Dr. Freshfield's introduction. The records, together with the introduction, have been published at the instance of the Council." This was a matter connected with bygone ages in which he did not feel particularly interested. With regard to

PROCEDURE IN THE HIGH COURT,

he said that only on the previous Tuesday a member of the House of Commons had asked the Attorney-General what was the meaning that only four judges were sitting in the Queen's Bench Division, and the Attorney-General gave the stereotyped reply that he had no power to deal with the matter. As long as these delays took place in the administration of justice so long would business drift out of the hands of solicitors and either be disposed of by the county courts or by arbitration or other means.

Mr. V. I. CHAMBERLAIN (London) said he felt greatly interested in the records of the Society of Gentlemen Practisers. He would be glad to know where the records could be obtained.

Mr. C. T. SAUNDERS (Birmingham) referred to the statement in the report as to the result of the

PRELIMINARY EXAMINATIONS

for the last two years. The result was very discreditable, and particularly so last year. At one of these examinations one-third of the candidates were plucked, and at that in February positively two-fifths were plucked. It could not be said that this arose from any imperfection in the means of education.

Mr. FORD: I think so.

Mr. SAUNDERS said that since 1862, when the examinations were established, great improvements had taken place in the matter of education. What accounted for the numbers who failed to pass was that the students who presented themselves were unquestionably imperfectly educated and they were too young. Students of sixteen and seventeen presented themselves who had not had sufficient time to go through the full curriculum of their education. It had been his earnest wish for many years that the solicitor branch of the profession should be placed upon an equality with the Bar in point not only of professional education, with which it had long been on an equality, but also in point of general education. It might be that that could not entirely come about unless as many of the students went to the universities as was the case with the Bar. It was a matter of regret to him that so small a proportion of the students passed through the universities. But if the means of their parents would not allow that, they might pass through the great public schools, where they might be retained until the age of eighteen, so that they might pass through the curriculum. It lay with solicitors to bring about this result. If they discouraged the taking of pupils until, say, eighteen years of age, and if they discouraged those who had not at all events passed through the great public schools, they would do a great deal towards bringing about the result of introducing into the solicitor branch of the profession a superior class of men to that which in a general way came in now. Trade had been so profitable of late years that the smaller middle classes if they had a clever boy took the opportunity of putting him into a profession, and he was sent to be articled to a solicitor. It was not well that the solicitor branch of the profession should be made up entirely of that class, but its *status* should be increased. Those who had worked upon the Discipline Committee were aware of this serious fact, that the vast majority of cases which came under the supervision of that committee arose from straitened means—men who started without capital or friends in a position to help, and they were driven to succumb to the temptation of using other people's money. His own office was always full of pupils, but for many years he had never taken one other than from a public school, or a university man, or under the age of eighteen. If that rule were observed by all solicitors there would be a very different result in the Preliminary Examination and the profession generally.

Mr. GRINHAM KEEN (London) said that they had heard so much about education for many years past that he should like to say a word as an old member of the Council. He did not think that legal education was anything like so bad as some people endeavoured to make out. When he first came on the council he was a member of the executive committee of the School of Law. There was an immense deal of talking on the subject, and some very high-falutin', but they all knew that that scheme fell absolutely flat and came to nothing. At that time the Council started the honours, and they did the very best thing they possibly could with the materials at hand, and he claimed that they had always done the very best they could with the materials they had at hand. The other day the School of Law was started again. He had attended with the Council and had heard that most eloquent address of Lord Russell. It was most beautiful, and one would think it must lead to something magnificent. It had fallen absolutely flat. The judges, the Bar, and the public did not want it, and he asserted the Council were doing all they could to turn out as good solicitors as possible. On the walls of that hall there were the portraits of a Lord Chancellor and a judge who were both solicitors.

Mr. FORD: That is only two.

Mr. GRINHAM KEEN said there was also the portrait of an ex-Minister of the Crown who in due course with the swing of the pendulum would be a Cabinet Minister again, and he had been a practising solicitor. Then let them look at members of the Council and at the solicitors throughout the length and breadth of the land. He thought it was time solicitors should give up being children and crying for the moon. Let them do the best they could with the materials at hand, and he claimed for the society that it was doing so.

Mr. JOHN STONE (Bath), as one of the oldest practising solicitors, bore testimony to the good work the Council had done in the matter. He was in favour of clerks entering the profession earlier.

Mr. MELVILL GREEN (Worthing) was of opinion that though everything was done in the way of education, everything was not done to see that the education was followed up by young men. He thought a great deal more plucking would be advantageous.

Mr. F. ARMITAGE (London) referred to a matter which was not in the report, but which was very important to the younger members—namely,

County Court Procedure.

He should like to have seen a reference to it, and asked whether the Council had anything to say with regard to the last batch of County Court Rules which came out and were at once discountenanced, and if the County Courts Committee knew anything as to the new batch of rules?

The President said that Mr. Kimber might be quite satisfied that many members of the Council had quite as strong a feeling as himself upon the subjects of bankruptcy and liquidation administration, and that the Council would lose no opportunity of doing their best to rectify what was wrong. However willing they were, their power might not be quite equal to their will, and they must do what they could in season. Mr. Parker had made valuable suggestions. Some years ago the Council found that the Registry was being carried on at an annual loss of between £500 and £600, and a change was then introduced. He thought the suggestions made by Mr. Parker were well worth consideration, and he understood from Mr. Pennington that it would very shortly be considered as to whether changes could be made. The suggestions of Mr. Parker and Mr. Ford would, he (the President) was sure, receive due consideration. The next suggestion was with regard to the subject of legal education. He always liked Mr. Ford's friendly criticisms, but year after year Mr. Ford got up and told the Council they really did not understand what they were about and did not care a bit for articled clerks. He assured Mr. Ford that that was not the fact, but Mr. Ford had never yet, though he had appealed to him over and over again to do so, made a single suggestion to the Council to tell them what better they ought to do. Anything the Council could do to assist articled clerks would be done. He was satisfied that every member of the Council had the same desire to do his best, but the subject, as Mr. Keen had pointed out, was not by any means an easy one. With regard to the records of the Society of Gentlemen Practisers, they had after considerable delay been printed, and the prints would be available ten days hence, when a notification would be sent to the members as to when and how they could be obtained. With regard to county courts, a committee, on which Mr. Munton and several members well acquainted with county court procedure had been taking an active part, had been sitting. Some draft suggestions had been made by them; these had been communicated to the provincial law societies, and as soon as the committee were in a position to deal with the matter they would do so. These suggestions dealt both with the question of fees and the question of practice. With regard to the new rules a fresh draft had been prepared, which was before the County Court Committee, and he did not think there was the slightest prospect of anything being done by the County Court Rules Committee with the rules in a great hurry. There was a reference to the matter in the report, where it said: "A mixed committee, consisting of members of the Council and members of the society not on the Council, appointed in pursuance of a resolution of the society on the 31st of January, 1895, has sat from time to time, and has had under consideration important matters affecting the jurisdiction and procedure of county courts, including court fees, the scale of costs allowed to solicitors, and the establishment of a central office for the metropolitan county courts. The committee has also had under consideration the County Court Rules of 1897, and in a report thereon, adopted by the Council, protested strongly against imposing needless restrictions on plaintiffs and a liability to deposit in court a sum sufficient to cover the expenses of defendants residing out of the jurisdiction. The report was forwarded to the Lord Chancellor, and, in the result, the rules in question have been rescinded. Some rules proposed to be substituted therefor are now receiving the consideration of the Council. The committee's first report on the main questions submitted to them is in type, and the Council have provisionally approved it; but, pending the discussion on the substituted rules, it has been considered desirable to postpone the presentation of the report." Mr. Saunders was anxious that a statement of Mr. Ford's should be corrected. Mr. Ford had said that the Council went "cap in hand" to the Bar. As a matter of fact it was the Council of Legal Education who, as the Council thought, very kindly and generously come to the Council to see whether their very valuable lectures could be utilized for articled clerks.

Mr. Ford asked if the President could give the members any information about the sittings of the courts?

The President: No, I am afraid I cannot now.

The motion adopting the report was carried.

Long Vacation.

The following notices of motion stood on the paper of business:

Mr. F. K. Munton.—"That, in the opinion of this society, the principle of a Long Vacation should be maintained, its duration being reduced to eight weeks—first Monday in August to the last Saturday in September."

Mr. Frank R. Parker.—"1. That it is desirable that the Long Vacation should be curtailed, and should commence on the 1st of August and terminate on the 15th of September, both days inclusive.

"2. That the Council be requested to communicate this resolution forthwith to the Lord High Chancellor, the Lord Chief Justice of England, and the Council of the Bar."

Mr. Charles Ford.—"That the Long Vacation should commence on the 1st of August and terminate on the 1st of September, both days inclusive, and that during such vacation the practice as regards pleadings and chamber work, in High Court business, shall be the same as in the case of the three other High Court Vacations."

Mr. Charles Ford.—In the event of the meeting deciding against any curtailment of the duration of the Long Vacation—"That all chamber work in the High Court of Justice ought to proceed during the Long Vacation without interruption, just as it does during the sittings of the said court, except for a period of one month, during which month chamber work should be restricted as it at present is during the entire vacation."

The President: Now we come to what I am sure is a very important question, the question of the Long Vacation. There are, you will notice, three notices of motion. They are put down on the paper of business in the order in which they were received. I had a communication from Mr. Ford, and I personally should have been glad if we could have put Mr. Ford's motion first, but the notices are put down in the order in which they are received. I should like to suggest, for the guidance of the meeting, that I do not think all these motions can be put, because if we carry Mr. Munton's motion as the resolution of the members present in this hall, then I think you will see we cannot carry the others. Therefore I think that possibly those gentlemen who have given the other notices of motion will be able to deal with their notices by way of amendments to Mr. Munton's motion, so that we may deal with the whole subject by one resolution. I think that will be a desirable course if we can take it, and will very much save the time of the meeting.

Mr. Ford rose to order. He argued that the Council had the right to take the business in any order they chose. He (Mr. Ford) had brought the matter forward at the last meeting.

The President said it was competent for Mr. Ford to move any amendment.

Mr. F. K. Munton (London) said that at the last general meeting in April it was resolved that the great question of the Long Vacation should be considered at this meeting. The point was whether the society should make any and what representation to the powers as to any alteration in the Long Vacation. The Council could not legislate; all they could do was to make suggestions, and they had to consider before doing so whether they were reasonable and likely to be treated as such by those who had as much interest in the matter as solicitors had themselves. It was exceedingly difficult to deal practically with the question. He was very glad to see for the first time for a great many years such a large meeting. He claimed that although the question had been before the society for more than twenty years there had never yet been a proper opportunity of getting a vote on the subject. He had from the time the Judicature Acts were passed been a member of all the committees, long before he became a member of the Council, which had sat upon this question, and it was an open secret which had been stated over and over again in the press, that from the beginning to the end there had never been anything like unanimity. It was one of those questions upon which there had been more difference of opinion than upon any other brought before the society. Therefore they had to consider what was a fair means of endeavouring to meet the various views expressed upon the subject. He had taken some trouble to collect these views, and he found they might be divided into four classes. There were a good many members of the society who were in favour of the retention of the Long Vacation as it now stands. On the other hand, there were an appreciable number of members—a smaller number, he believed, represented by some of the most respected members of the profession—who thought there should be an abolition of the Long Vacation. There were, again, a very considerable number—and he was one of them—who thought there should be a diminution of the Long Vacation. And, lastly, there was a party who desired what he called, for want of a better expression, the evisceration of the Long Vacation, and that party was fairly represented in some of the notices of motion on the paper. He would shortly state what he meant. It was that there were some who said: "Let the Long Vacation remain nominally as it stands; but let us have an opportunity of continuing our practice as regards pleadings and chamber work and the like during the Long Vacation." If they were to have a vacation let it be a vacation. It would have been all very well twenty-five years ago to talk about pleadings going on in the Long Vacation, but in these days everybody knew that in nine cases out of ten there were no pleadings at all. In fact, there were only pleadings now in strictly contentious business, and although he thought that though the business must go on in the shape of obtaining judgment by default where there was any denial of justice, contentious business was a kind of luxury for which people could wait during six or eight weeks while the judges and others were taking their holiday. He could not admit that the position was the same as that of the physician, or, as some had gone so far as to say, of the baker. He was surprised that some should be driven to such an argument to support the contention that business should go on during the few weeks of the Long Vacation.

Mr. Ford: Months, not weeks.

Mr. Munton said his motion was: "That, in the opinion of this society, the principle of a Long Vacation should be maintained, its duration being reduced to eight weeks—first Monday in August to the last Saturday in September." If it was thought desirable that the motion should end at the word "maintained," that would, of course, deal once and for all with the whole question of the Long Vacation. Assuming that it should be maintained, was not the time he suggested very reasonable? He thought everyone would be with him when he said that that time should include the August Bank Holiday. He supposed everybody who had any business worth attending to had found the difficulty of keeping his clerks on the first Monday in August, just before the commencement of the Long Vacation. He was very sorry that they could not fix both Easter and Whitsun at a particular time of the year, and that Easter should always be in April and Whitsun in June. He had suggested eight weeks for the Long Vacation as being the time when the British public did not attend to their private affairs. He wanted to know whether anyone with appreciable experience in London, at all events, could make sure of their clients attending to business during the coming August and September. If trials went on during those months the time of the judges would be principally taken up by applications from one side or the other, and the adjournment of cases because the plaintiff or defendant was

abroad or inaccessible in some way. They must look that in the face. He suggested that all holidays in connection with the law should commence on Monday and end on Saturday, because if the holiday happened to begin on Tuesday or Wednesday there was a sort of general idea that nothing could be done on the Monday. It was not a question of what solicitors wanted. They had the judges to consider and the Bar, and above all the great British public; and he asserted that the great British public had shown not the slightest indication of a desire that there should be any trials during August or September. On that ground he thought he was justified in suggesting that these dates should be fixed for the Long Vacation. He trusted the meeting would consider the wishes of each other. It did not matter to him personally, because he should take a holiday whether his clients liked it or not, but there were a great number of men without partners, and some without managing clerks, who were alone, and to whom it would be exceedingly hard to be shut out from having a reasonable holiday in August or September. Prior to the Judicature Act the Long Vacation lasted from the 10th August to the 2nd November. In consequence of the efforts of the society the judges were induced to take off about a fortnight, and his suggestion was that another fortnight should be taken off, and he thought it would be found that the judges would be much more likely to consider a reasonable application of that kind than if the society were to attempt a drastic measure which he did not think the public wanted. He moved the resolution.

Mr. E. J. Trustram (London) seconded the motion, remarking that it was a compromise, and ought to be accepted on all sides. The subject had been most ably dealt with by Mr. Rawle at the provincial meeting at Liverpool, and also by Mr. Budd, who had told them that the Long Vacation as it stands was an anachronism. He did not suppose there was anyone in the hall who did not concur in this.

Mr. Grantham Dodd (London) suggested that the resolution should be divided into two parts, taking it first as far as the word "maintained." When that was carried the question of its length could be debated.

Mr. Parker moved his resolutions by way of amendment as follows:—1. "That it is desirable that the Long Vacation should be curtailed, and should commence on the 1st of August and terminate on the 15th of September, both days inclusive." 2. "That the Council be requested to communicate this resolution forthwith to the Lord High Chancellor, the Lord Chief Justice of England, and the Council of the Bar." He was totally opposed to the first half of Mr. Munton's resolution, but he would not press his six weeks and a half against Mr. Munton's eight weeks if it were against the feeling of the meeting. Mr. Munton asked that the vacation should be maintained, and then cut it down to eight weeks. That was not a retention of the Long Vacation as he understood it. He thought the wise thing was, as he had stated in his letter to the Solicitors' Journal and *Law Times*, to confine themselves to the question of the retention or curtailment of the Long Vacation, and to leave to a future occasion the question as to what should be done with the Long Vacation, whether it should be retained, curtailed, or abolished. Mr. Munton had told them very little as to what he meant by the principle of the Long Vacation. The first principle he (Mr. Parker) recognised was the absolute idleness of the solicitor during a long period of the year, and his compulsory deprivation from doing a great deal of work. Another principle of the Long Vacation which illustrated what he had just said was the close time for pleadings. Why should not solicitors be permitted to go on with the delivery of pleadings and the preparation of causes for trial, even though the courts were closed? Surely they could go on serving their clients by getting ready the causes for trial for hearing when the courts were opened. This had already been given effect to to a limited extent by the rule promulgated by the judges that, in causes which should come on at the Winter Assizes or shortly after the end of October, pleadings might be delivered after the first fortnight. Another principle he recognised was the doctrine of urgency—a doctrine laid down twenty-five years ago, in the year 1873. A more mischievous doctrine he did not know; for what did it amount to? The suitor, of course, thought every case of his own was urgent, and persuaded the solicitor to think so. The solicitor took it into court, and the judge dissented; and the solicitor had to meet his infuriated client, who told him he had gone about it in the wrong way. He infinitely preferred the principle contained in Mr. Ford's notice of motion, of placing a reduced Long Vacation on the same basis as the other three vacations of the High Court. He saw no reason why the Long Vacation should not be open to those who pleased to work, in the same way that the Easter, Whitsun, and Christmas Vacations were. The present Long Vacation was 10½ weeks in length, and his amendment proposed to reduce it to 6½ weeks. There were, according to the Calendar for this year, 10 vacation days in January, 12 in April, 10 in June, 19 in August, 30 in September, 23 in October, and 10 in December; making a total of 114 days, or 16 weeks and 2 days, or very nearly a third of the whole year.

The President: I understand you move as an amendment to the motion to leave out all after the word "That," and substitute the words of your notice.

Mr. Parker said that was so.

Mr. Munton: Do you say that is a proper amendment?

The President: Clearly.

Mr. J. J. Withers (London) seconded. He thought that a very great distinction ought to be drawn between trials and interlocutory proceedings in chambers. They were quite distinct.

Mr. Ford asked what they cared about the principle of the Long Vacation? What they wanted was to get on with the legal business. Mr. Parker's amendment was much more businesslike. But they were not going to thrash the question out properly at this meeting, but to hurry and muddle through it, and he was satisfied they would not come to a satisfactory conclusion. How many members of the profession were able to induce the officials of the High Court of Justice to believe that a matter was of sufficient importance to be dealt with during the Long Vacation. One body of gentlemen it seemed desirous to come to terms with—namely, the judges. If they could only find some simple way by which the judges could get away from the 10th August to the 24th October a great part of the question would be solved; and it would be partly solved if they could secure that the business should go on as in the other vacations. But he had no doubt that the proper course to take was that there should be no Long Vacation at all. The right thing was, that directly a suitor had a case ready for trial there should be a judge ready to dispose of it. But the fact was, that if a cause was set down in July there was no earthly possibility of its being heard till January. To simplify matters, he would in a spirit of generosity withdraw his motion, and throw in his lot with Mr. Parker.

Mr. W. Preston was in favour of the motion so far as that the principle of the Long Vacation should be maintained, but objected altogether to any alteration of the vacation. If he had been in order he should have moved the following amendment: "That the abolition or material shortening of the Long Vacation is undesirable; but the Council be respectfully requested to appoint a small sub-committee to consider and report as to the suggestions which should be made to the judges or other proper officials with a view of making the continuance of litigious business during the Long Vacation more feasible than at present is the case."

The President observed that, as a matter of practice, if Mr. Munton's motion was negatived, it would be competent to move that the whole of the words after the word "maintained" should be left out.

Mr. Whitehead (London) said the difficulty was to get business considered as vacation business. He was confident that the large majority of the people were not in favour of the abolition of the Long Vacation, or indeed of materially shortening it.

Mr. J. Wreford Budd (London) was afraid that no conclusion arrived at to-day would be productive of a practical result. But he would be sorry it should go forth that they were all unanimous on the subject, although he thought a very large proportion of the members present appeared to think that the Long Vacation was an institution which must endure for ever, and should not be altered or curtailed. That was not his opinion. He had always been of opinion that the Long Vacation was an anachronism, and that it was one of the reasons why they saw a diminution in litigious business. The business of a solicitor was to a certain extent a monopoly, and there was little or no competition; but where it was possible for competition to step in there the shoe pinched. In the City solicitors had seen a very large portion of their business go away from them. They had seen it referred to inferior tribunals. Arbitration had taken, to a very great extent, the place of litigation in the courts; and although he thought they were not indebted for that wholly to the existence of the Long Vacation, it was one of the determining influences in driving away litigation. The administration of justice was not made, he feared, a business institution. Solicitors regarded themselves, he was afraid, rather than the interests of their clients, and he could not agree with Mr. Munton in thinking that the public did not complain. He thought they did complain, and he thought they got their disputes settled for them in their own businesses much more quickly and more continuously. He thought there was another reason. Why should the business not be conducted continuously? Everyone could have his own vacation, and arrangements could easily be made for everyone, from the highest to the lowest, to have a vacation and a full and ample one during the year. And there was, in his judgment, no reason whatever why the whole of the business of the country should be at a standstill. He did not think it could be said with reason that the public did not want their business done during the Long Vacation. All he could say was, that he had remained in London during the greater part of the Long Vacation for the last thirty years, and at no period of the year had he had more business to get through than in parts of August and September. Therefore, if the courts were open, they would find the clients anxious and ready to avail themselves of the opportunity, and for that reason he was in favour of the absolute abolition of the Long Vacation.

Mr. Gray Hill (Liverpool) said he was surprised that no reference had been made to the resolution passed at the Norwich Provincial Meeting in 1892. It was moved by Mr. S. Blyth, and seconded by himself, and was as follows: "That the Long Vacation as such should be entirely abolished, and the courts and offices be opened continuously throughout the year, except during the usual short recess at Easter, Whitsuntide, and Christmas, or, say, for the week before Easter Sunday and the week after, the last week of August and the first week of September, and the last ten days of December and the first four days of January, and the Bank Holidays of Whit-Monday, and August, but that each officer of the court, from the highest to the lowest, should by rotation have a 'Long Vacation' at a convenient period during the year, to be arranged by the heads of the departments." That was carried unanimously. The meeting was rather a small one; but still the fact remained that it was carried unanimously, and Mr. Munton was present at the meeting, and was no doubt among the number that passed the resolution.

Mr. Ford: He voted for it.

Mr. Gray Hill said that it did not stop there. In 1895 the question was again discussed at Liverpool, and the same resolution, verbatim, was proposed by Mr. Parker, and seconded by Mr. Pennington, and passed by 60 votes against 7. So that if any of the motions on the paper were passed at this meeting they would be wobbling from their original position. But if they found they had made a mistake, let them retrace their steps. He quite adhered to the resolution; but he fully recognised that there was no probability, or even possibility, of getting it carried into effect, and he was disposed to accept what Mr. Munton proposed in regard to the curtailment as sufficient for the present. But he did object, and should move an amendment to that effect when the proper time came if the resolution was passed, to the words "principle of the Long Vacation should be maintained," because that meant that chamber work was to be stopped. The reason why they suffered amongst them-

selves as to the Long Vacation generally was that they represented very greatly different interests. Certain classes of work could very well stop without anybody being very much the worse for a couple of months, even in the autumn. But there were other classes of work that could not stop without very great injury to the interests of the clients. The Long Vacation existed, and a number of professional gentlemen and judges and officials were away, but the railways, steamships, dealings in Stock Exchange, and the great commerce of the country was still carried on, and legal questions and disputes would arise which the commercial community required to be settled and whenever the commercial community required a thing to be settled their first desire was that it should be done promptly. Rapidity of procedure was more important to them than expense. He cheerfully and thankfully recognised the fact, that a very great deal had been done for the commercial community in the establishment of the Court for Commercial Cases, and that the Admiralty Court had worked most admirably. Let the meeting go in for practical politics and adopt this curtailment of the Long Vacation, but strike out of the motion so much as would tend to indicate any desire that chamber work and administrative work should be stopped during the Long Vacation.

Mr. W. Melmoth Walters (London) said it was quite true that the resolution was carried at a small meeting that the Long Vacation should be entirely abolished, but the Council did not consider it would be expedient to recommend such a sweeping alteration, and in lieu therefor they suggested to the Lord Chancellor that provision should be made during the Long Vacation for the transaction of certain specified business. At the meeting in 1893 Mr. Blyth asked the Council to confirm that action, and the Council confirmed that action. So that it had not been followed by the Council of the society. There was a difference of feeling between the provincial solicitors and London solicitors. But he claimed that the view of the London solicitors was more important because they had the work to do. It affected them more nearly. The London solicitor who practised more largely in contentious business had his hands full of that business, whereas the provincial solicitor was not in that position. It was eminently convenient for the provincial solicitor that he should be able to write up to his agent in London to set him in motion, and very annoying to him that the agent should be away on the Continent, but he (Mr. Walters) did not think they could keep the mills always at work for the sake of the provincial solicitor. Then, again, they were dealing with litigious business. How was that business to be carried on? In every litigious case there were at least two persons and the solicitors, and perhaps half-a-dozen witnesses, and it must be remembered they must be all present at one time. Each suitor would have his two counsel, and there must be the judge and the officials. Having to get their judge, counsel, solicitors, witnesses, and officials of the court all together at the same time and place, how were they to be provided with vacations all over the year? The whole thing would end in confusion. It was impracticable. It was impolitic, because human nature required a vacation and they must provide for it; and it was impracticable because everybody was wanting his vacation at the same time. They had to bear with this, and they must follow the line of least resistance. He contended that the interest of the solicitor in this case was the interest of the client. The solicitor must yield to the client, and did not the client like August and September for his vacation? How many clients could they put their finger on for certain in August and September? Nature and society had appointed August and September for holidays, and the lawyers must follow suit. If in due time the clients changed their minds and fixed upon another portion of the year the lawyers would no doubt follow their convenience. In the meantime they must deal with facts as they are. They did not want to go away on their holidays with uncomfortable feelings as to what was happening in their absence. He thought he had said enough to shew that the principle of the vacation must be established. Having established that principle he was quite willing to curtail it as far as possible, and he thought the motion met the case.

Mr. D. Gunnell (London) agreed that there must be a Long Vacation, but also a curtailment. He thought that proposed by Mr. Parker was reasonable and proper.

Mr. E. K. Blyth (London) said this was not a question of the London or country solicitor, but of the whole of the public who were their clients and instructed them. They must take into account that the interest of the client and the public must be consulted, and that the professional interest if it clashed with it, though he thought it did not, must give way. They could not ignore the fact that the *Times* and other papers had declared in article after article that the stoppage of the courts for ten weeks must be put an end to. It was not merely a question of the trial of causes or of having counsel and solicitors together at one time; it was a question of closing the courts and offices. That meant that they were not to make an application for the appointment of new trustees and many other matters. In 1893 the matter was submitted to the Lord Chancellor, and the only reply the Council received was, "Do you mean that all non-contentious work is to stop?" So far as could be seen that was the feeling of the judges, and if Mr. Munton meant by the principle of the Long Vacation that all this necessary business was to be stopped for ten weeks he should strongly oppose it.

Whilst Mr. Blyth was speaking there had been much interruption and cries of "Vote."

The President: Evidently the desire of the meeting is that the question should be put. I should like to say what the position will be. If Mr. Parker's amendment is carried I shall not afterwards submit any resolution which would interfere with that resolution as so carried. If Mr. Parker's amendment is negatived you will then be able to move any other amendments to Mr. Munton's original motion you think fit.

The amendment was negatived.

Mr. Gray Hill moved a further amendment: "That after the word 'society' the rest of the words in Mr. Munton's motion be omitted, and that this be added: 'the duration of the Long Vacation be reduced to eight weeks—first Monday in August to last Saturday of September.'" The effect was simply to leave out the reference to the principle of the Long Vacation. He did not see what the meaning was. He fancied the real meaning was that there should be no chamber work.

Mr. Blyth seconded the amendment.

Mr. Walters said it would be precisely the same if they said the length of the vacation was not to be reduced. That was implied by saying the principle was to be maintained.

Mr. Munton said he had been asked a question which he had better answer. He could not accept the suggestion, but he rose to say that he referred to the vacation being limited to eight weeks. He meant that the work as now carried on, that was where there was special emergency there should be courts sitting, should be maintained, not that the work now done should be taken away. He asserted that the principle should be maintained.

Mr. Henry Attlee (London), who spoke midst almost continuous cries of "Vote," said that Mr. Parker's amendment had been framed in conjunction with himself in order to carry out the pledge he gave at the meeting. The statistics of the Statistical Society shewed that during fifteen years there had been a steady decrease in the amount and volume of the litigious work which had been dealt with by the courts. The wealth and population of the country had increased in very much greater proportion during these fifteen years, and the number of arbitrations at the Corn Exchange, the Baltic, and such institutions had increased regularly in very much the proportion in which litigation in the courts had decreased. It was a sad thing to feel that the business of their clients was being dealt with by those methods. The question was raised because solicitors reflected the opinion of their clients, and the clients had pushed the question. The mercantile community would have their business decided promptly, and if the lawyers would not do it they would go to their lay arbitrators.

Mr. Munton said that after consulting with others they had agreed to submit a resolution which he thought would be carried. It was: "That, in the opinion of this society, the Long Vacation should be reduced to eight weeks—first Monday in August to the last Saturday in September."

The President: If it is the sense of the meeting that Mr. Munton's motion should be limited to these terms it will be put to you in that shape.

Mr. Preston opposed Mr. Gray Hill's amendment because he wished to move that the part of Mr. Munton's motion which asserted that the principle of the Long Vacation should be maintained should be retained.

The President: It is quite clear that Mr. Munton's motion cannot be altered without the consent of the meeting. (Cries of "Agreed.") Very well, I will now put it.

Mr. Ford moved the second motion of which he had given notice, as follows: "That all chamber work in the High Court of Justice ought to proceed during the Long Vacation without interruption, just as it does during the sittings of the said court, except for a period of one month, during which month chamber work should be restricted as it at present is during the entire vacation."

Mr. Hastie rose to order. According to the notice of motion it was only conditional in the event of the meeting deciding against any curtailment of the duration of the Long Vacation.

The President: I quite understand that; but Mr. Ford is moving it as an addition by way of amendment to Mr. Munton's motion.

Mr. Ford said that Mr. Munton's motion as it now stood shut out all the chambers of the Courts of Justice. He was asking the meeting to accept Mr. Munton's proposition, but to go one step further and declare that the chambers of the Royal Courts of Justice ought not to be shut up during the whole of that time.

Mr. C. F. Martelli (London) seconded the amendment.

The amendment was negatived by a large majority.

Mr. Munton's amended motion was then adopted by a considerable majority.

Fees of Unqualified Persons.

Mr. Hastie moved, in accordance a notice: "That in all matters commonly transacted by solicitors, which unqualified persons are also permitted to do for hire, it is unjust and unreasonable that solicitors should not be allowed to charge the same fees as are ordinarily charged by others, and that the Council be and they are hereby directed to put forward a Bill in Parliament for the purpose of removing this unjust anomaly." He said there was a vast amount of work which solicitors did and which was also done by other people, such as the granting of leases and negotiating for the sale of land and houses. There was practically no difficulty about house agents preparing leases, and they were constantly engaged in negotiating sales. He had prepared a table shewing what solicitors and house agents received respectively for negotiating the sale of houses or land. Where the sum was £1,000 the house agent got £25, the solicitor £10; for £10,000 the sums were £162 10s. and £65; for £20,000, £262 10s. and £90; for £50,000, £562 10s. and £165; and for £100,000, £1,062 10s. and £290. The proportion was about the same in regard to leases, and there were, of course, a number of other things done by unqualified persons. There was never a re-valuation of the metropolis, but everybody was flooded with circulars offering to appeal against the rates. He was not saying that the solicitor should make a bargain with his client, but merely that the educated, intelligent, and capable man, specially trained for the work, should be allowed to charge as much as was commonly and willingly paid to the man who had no qualifications except putting his name over a shop and taking out a licence which he

could get at any stamp office. The unqualified person ought not to get three, four, and five times as much as the solicitors.

Mr. PARKER thought that in this thin meeting they ought not to pass a resolution which involved the promotion of a Bill in Parliament. He moved that the meeting proceed to the next business.

Mr. GRAY HILL seconded.

Mr. C. B. MARGETTS (Huntingdon) thought it was very worthy of consideration, but he would rather it took the form that the Legislature should put other people under the same restrictions as solicitors.

Mr. HASTIE said that with so thin a meeting he was quite ready to accept a motion for adjournment, but not for proceeding to the next business.

Mr. Parker's motion was carried by 20 votes to 18.

The PRESIDENT observed that Mr. Hastie's motion was a very important one. He was sure that Mr. Hastie would believe that the Council thought so.

Mr. HASTIE: I understand your objection. It is to the direction of the Council; but they will be directed.

LEGAL EDUCATION.

The PRESIDENT stated that Mr. Ford had withdrawn the following motion, of which he had given notice: "This meeting regards the society's scheme of legal education as wholly inadequate to the needs of the profession."

CLERKSHIPS AT CHAMBERS.

Mr. HARVEY CLIPTON (London) asked the following question in accordance with notice: "Whether the society will make (and if not, why not) any representation to the proper authority to secure the appointment of experienced managing clerks only to the more important subordinate clerkships at the chambers of the Royal Courts of Justice."

The PRESIDENT: I think it would be well if you could get your friends the managing clerks to write us a letter on the subject if they think we can do anything for them As you know, the whole of these appointments now are in the sole gift of the Lord Chancellor. I have no doubt that if a representation were made by the managing clerks of their desire that this should be given effect to, and if that were placed by us, as we should be prepared to do, before the Lord Chancellor, it would be the best way to deal with the matter.

Mr. CLIPTON: Do I understand you would support it?

The PRESIDENT: Certainly. If we have any resolution we shall be glad to send it to the Lord Chancellor, and give it our best support.

THANKS TO PRESIDENT.

Mr. MUNTON moved a vote of thanks to the President for the very excellent manner in which he had performed his duties during the year.

This was carried with acclamation, and

The PRESIDENT having acknowledged the compliment, the proceedings terminated.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday last, the 14th inst., Mr. Lewis Fry, M.P., in the chair; the other directors present being Messrs. H. Morten Cotton, Augustus Helder, M.P. (Whitehaven), J. H. Kays, F. Rowley Parker, Richard Pennington, J.P., Sidney Smith, F. T. Woolbert, and J. T. Scott (secretary). A sum of £580 was distributed in grants of relief, five new members were admitted to the association, and other general business transacted.

LEGAL NEWS.

APPOINTMENT.

Mr. H. CLIFFORD BOWLING, solicitor, of the firm of John Bowling & Son, of Leeds, has been appointed a Commissioner for Oaths. Mr. Bowling was admitted in 1891.

GENERAL.

Tuesday's *London Gazette* announces the conferring of the title of Lord Mayor on the chief magistrates of Leeds and Sheffield, and of the change in the title of Bradford from borough to city.

It is announced that the Queen has been pleased, on the recommendation of the Secretary for Scotland, to whom the names were submitted by the Lord Justice General, to confer the rank and dignity of Counsel to her Majesty in Scotland on the following members of the Scottish Bar: John Comrie Thomson, Æneas James George Mackay, John Cheyne, Henry Johnston, John Rankine, Andrew Jameson, Charles John Guthrie, David Dundas, and Alexander Ure.

The treasurer, Mr. Murphy, Q.C., and the benchers of the Middle Temple on Tuesday afternoon entertained about 2,000 of the members of the inn and their friends at a Jubilee garden party and "at home" in their grounds and ancient hall. The band of the Coldstream Guards played a lively selection of music in the gardens, and the Inns of Court Orchestral Society, under the direction of Mr. Arthur Payne, gave a programme of pieces in the hall, while Dr. Hopkins gave a recital in the Temple Church, assisted by the full choir of the church.

The President, the Vice-President, and the Council of the Incorporated Law Society entertained at dinner, on the 8th inst., a large and distinguished company, including several Colonial visitors, including Sir H. S. Strong, Chief Justice of Canada; Sir W. Whiteway, Premier of Newfoundland; Lord Justice A. L. Smith; Sir J. Hutchinson, Chief Justice of Grenada; Sir Lionel Cox, Chief Justice of the Straits Settlements; Sir Charles Elliott; Sir George Scott Robertson; Lieutenant-Colonel Sir Henry Smith; the Hon. T. J. Byrnes, Attorney-General of Queensland; and the Hon. J. W. Leonard, Q.C., of Cape Colony.

The Head Master of Repton School appeals for subscriptions for a memorial to the late Right Hon. George Denman; such memorial to take the form of a "Denman Scholarship" to be held at his old school. It is felt by those who knew him best that the name of so brilliant a classical scholar and so devoted a Reptonian could not be more fitly commemorated. But he was loved and honoured by such a multitude of friends that it is thought that others may like to join with his old school in perpetuating the memory of one who was not only an upright judge, but one of the finest specimens of a Christian gentleman that our generation has known. Subscriptions may be sent to the hon. treasurer, the Rev. J. F. Bateman, 119, Fordwych-road, West Hampstead.

At a meeting of the General Council of the Bar, held recently, Mr. Crackanthorpe, Q.C., was appointed to represent the Council at the International Congress of Advocates, to be held at Brussels early next month, under the presidency of M. Jules Le Jeune, late Minister of Justice for Belgium. Mr. Malcolm M'Ilwraith, of Lincoln's-inn, barrister, and licentiate in law of the Faculty of Paris, was requested to associate himself with Mr. Crackanthorpe. The object of the congress is to promote reforms in matters affecting the legal profession by a comparative study of legal customs and institutions, and to bring the Bars of different countries into more direct communication with each other by an exchange of views on legal questions.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice NORTH.	Mr. Justice STIRLING.
Monday, July 19	Mr. Leach	Mr. Carrington	Mr. Lavie
Tuesday 20	Beal	Jackson	Pugh
Wednesday 21	Leach	Carrington	Lavie
Thursday 22	Beal	Jackson	Pugh
Friday 23	Leach	Carrington	Lavie
Saturday 24	Beal	Jackson	Pugh

Date.	Mr. Justice KEKEWICH.	Mr. Justice ROMER.	Mr. Justice BYRNE.
Monday, July 19	Mr. Farmer	Mr. Rolt	Mr. Ward
Tuesday 20	King	Godfrey	Pemberton
Wednesday 21	Farmer	Rolt	Ward
Thursday 22	King	Godfrey	Pemberton
Friday 23	Farmer	Rolt	Ward
Saturday 24	King	Godfrey	Pemberton

THE PROPERTY MART.

SALES OF ENSUING WEEK.

July 19.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2 p.m., The Avondale Hotel, Hatchell's Restaurant, and 3 Shops in Piccadilly, rental value £4,814 per annum, with the Reversion to Trade Interests and extra rentals in 43 years. Solicitors, Messrs. Gibson, Usher, & Co., and Messrs. K. & E. Powles, all of London. (See advertisement, this week, p. 3.)

July 19.—Mr. JOSEPH STOWER, at the Mart, at 2 p.m., Important Freehold Estate at Harrow, comprising nearly 14 acres, close to Harrow Church, School, and Railways. Solicitors, Messrs. Hawes, Wood, & Ware, London. (See advertisement, this week, p. 4.)

July 20.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGWATER, at the Mart, at 2 p.m. Valuable Leasehold Properties in the City of London. Solicitors, Samuel M. Simmons, Esq., and Messrs. Rowcliffes, Rawle, & Co., all of London. (See advertisement, July 10, p. 3.)

July 22.—Messrs. BEADEL, WOOD, & Co., at the Mart, at 2 p.m., Freehold Residential Estate, near the New Forest; also Pleasure Farm of 86 acres, let on yearly tenancy. Solicitors, Messrs. Wing & Eade, London. Freehold Estate of about 500 acres, situated near Sevenoaks, in Kent; also 10 acres near Penshurst, with good coarse fishing. Solicitors, Messrs. Waterhouse, Winterbotham, Harrison, & Harper, London. Leasehold Ground-rents of £60 per annum, secured upon properties in Kensington. Solicitors, Messrs. Wordsworth, Blake, & Co., London. (See advertisements, this week, p. 4.)

July 22.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Ditton-park, a Freehold Manorial and Ancestral Domain of nearly 1,000 acres, near Windsor Castle, and only 19 miles from London. Solicitors, Messrs. Nicholl, Manisty, & Co., of London. (See advertisement, May 29, p. 17.)

RESULT OF SALE.

SALE OF REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRANFIELD'S 599th Periodical Sale of the above Interests was held at the Mart, E.C., on Thursday last, with the result that 15 of the 16 Lots offered were sold at satisfactory prices, among them being:

ABSOLUTE REVERSIONS:		
To one-twelfth of about £36,568; lives 66 and 63	Sold	£1,450
To one-fourth of £2,589 India Stock, Railway and Bank Shares; life 78	"	420
To a moiety of £1,504 16s. 9d. Cardiff Corporation and Colonial Stocks; and to a moiety of £1,993 5s. 8d. Railway Stocks and on Mortgage; life 63	"	850
To £900 cash; life 62	"	515
To one-fourth of £1,115 5s. 10d. Eastern Bengal Railway Annuity (Class B.); life 76	"	6,220
To one-fourth of £12,570 Consols, Railway Stocks, and on Mortgage; lives 79 and 78	"	1,910

LIFE POLICIES:

For £3,000; life 47	...	...	...	...	...	...	...	,,	1,900
For £3,500; life 56	...	...	...	...	...	...	...	,,	975
For £800; life 58 ...	...	...	...	...	...	...	...	,,	225
For £1,000; life 58	...	...	...	...	...	...	...	,,	300
For £600; life 58 ...	...	...	...	...	...	...	...	,,	175
For £1,000; life 58	...	...	...	...	...	...	...	,,	325
For £500; life 69 ...	...	...	...	...	...	...	...	,,	200
For £700; life 76 ...	...	...	...	...	...	...	...	,,	460

The total of the sale was £16,200.

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

APOSTOLOFF AUTOMATIC TELEPHONE PARENT SYNDICATE, LIMITED—Creditors are required, on or before Aug 14, to send in their names and addresses, and the particulars of their debts or claims, to J W Cohen, 13 and 14, Abchurch lane White & De Buriatte, Holborn viaduct, solors

CENTAUR CYCLE CO, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and particulars of their debts or claims, to Charles Benjamin Townsend and Harry Nicholls, New Centaur Cycle Co, Limited, West Orchard, Coventry Browetts, Coventry, solors to liquidators

LAMINA ACCUMULATOR (ELIASON'S BRITISH PATENTS) SYNDICATE, LIMITED—Creditors are required, on or before Aug 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Featherstone Smith, 28, Basinghall st Watson-Thomas & Co, College hill, solors for liquidator

MANCHESTER CYCLE MANUFACTURING CO, LIMITED—Pets for winding up, presented July 5, directed to be heard July 21. Bask & Mellor, 45, Lincoln's inn fields, agents for Sale & Co, Manchester, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 20

FRIENDLY SOCIETIES DISSOLVED.

EQUITY FRIENDLY SOCIETY, Clarence chmbrs, 30, Corporation st, Birmingham. June 30

INDUSTRIOUS BEE LODGE, ACCRINGTON DISTRICT OF THE NATIONAL INDEPENDENT ORDER OF ODD FELLOWS, Castle Inn, Whalley rd, Accrington, Lancaster. June 23

London Gazette.—TUESDAY, July 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EAGLE EXPLORING AND FINANCE CORPORATION, LIMITED—Creditors are required, on or before Aug 21, to send their names and addresses, and the particulars of their debts or claims, to Mr Richard Nicoll Preece, 5, Copthall bldgs Romer & Haslam, Copthall chbrs, solors to liquidator

GREAT BRITAIN STEAMSHIP PREMIUM INSURANCE ASSOCIATION, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 31, to send their names and addresses, together with full particulars of their debts or claims, to Theodore Vivian Samuel Augier, 103, Bishopsgate st Within

NEW LONDON BREWERY CO, LIMITED—Creditors are required, on or before Aug 24, to send their names and addresses, and particulars of their debts or claims, to Edward Hewitt Fletcher, 14, George st. Lamb, 17, Ironmonger lane, solor to liquidator. The above company is the company incorporated in the year 1886, and is in liquidation for the purpose of reconstruction, a new company having been incorporated under the same name on March 26, 1897, which has acquired and is now carrying on the business of the above company

FRIENDLY SOCIETIES DISSOLVED.

THIRD PRINCE OF WALES BENEFIT BUILDING SOCIETY, 17, Brazennose st, Manchester. July 7

VICTORIA FEMALE FRIENDLY SOCIETY, Chepstow Coffee Palace, 15, Beaufort sq, Chepstow, Monmouth. June 16

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 25.

KELLY, CHARLES HERBERT, Liverpool, Auctioneer July 30 Lott v Kelly and Myles, Registrar, Liverpool. Smith, Liverpool

London Gazette.—TUESDAY, June 29.

BROWN, JOHN, Bathley, near Newark on Trent, Farmer July 23 Allen v Reed, Kekewich, J Fraser, Nottingham

BRITTAIN, HENRY RUSSELL, Fyfield, nr Ongar, Essex, Licensed Victualler July 24 Travell v Brittain, Stirling, J Benham, College hill, Cannon st

HARRYS, OWEN WILLIAM, Penshock, nr Llandovery, Carmarthen, Gent July 23 Harrys v Howells, Romer, J Nicholas, Llandilo

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 25.

ADAMS, CLARA, Torriano avenue July 25 Geare & Co, Lincoln's inn fields

ALOOF, SOLOMON, Brixton rd July 26 Lindo & Co, West st, Finsbury circus

CASTLE, ANN, Northmoor, Oxford Aug 6 Walsh, Oxford

CHANDLER, RICHARD, Bishopsgate st Within Aug 10 Tilling, Bishopsgate st Without

CLARKE, ROBERT ARTHUR, Bury St Edmunds July 28 Salmon & Sons, Bury St Edmunds

DAVIES, EBENEZER, Dinas, Pembroke, Farmer July 3 Morgan & Richardson, Cardigan

DAVIES, MARGARET, Crickhowell, Brecon, Innkeeper July 31 Gabb & Walford, Abergavenny

FINDLAY, GEORGE JAMES, Threadneedle st Aug 31 Clarke & Co, Gresham House

GOODCHILD, GEORGE HICKS, Sible Headingham, Essex, Farmer July 16 Holmes, Bocking, Braintree

GRAVES, SAMUEL, Guiseley, Yorks Aug 7 Rider, Leeds

HIRONS, JOHN, Wandsworth Aug 7 Corsellis & Co, Wandsworth

ILLINGWORTH, TOM, Bradford, Farmer July 23 Freeman, Bradford

JACKSON, JOHN, Bradford July 23 Freeman, Bradford

KETCHEN, LYDIA ANNIE, Gower st July 2 Pears & Co, Sackville st

PERKIN, HENRY, Dewsbury July 22 Blakeley & Clough, Dewsbury

PRAAGH, SOLOMON VAN, Maida Vale Aug 6 Edward Le Voi, Old Broad st

SMITH, CHARLES SAMUEL, Wandsworth July 24 Francis & Crookenden, New sq, Lincoln's inn

STABLES, HENRY, Leeds Aug 9 Rider, Leeds

London Gazette.—TUESDAY, June 29.

ASH, REBECCA, Clifton, Bristol Aug 25 Gwynn & Masters, Bristol

ATHERTON, ANN MARIA, Blackpool July 24 Read, Blackpool

BRACKENBURY, HARRIET, Gt Grimsby Oct 1 Jacobs & Dixon, Hull

BROWETT, MARY HUBBARD, Southsea July 21 Foster & Co, Birmingham

BULLERWELL, ANN, Shieldfield, Newcastle upon Tyne July 27 Hoyle & Co, Newcastle upon Tyne

BURTON, INGER MARIA, Surbiton July 14 Burton & Co, Lincoln

CHEESMAN, SARAH ANN, Burwood pl, Hyde Park Aug 28 Mitchell, Bedford row

DENNISON, MATTHEW, Stockton on Tees July 20 Langley & Elliot, Stockton on Tees

DOWIE, MARGARET BARBARA, Liverpool July 31 Gill & Co, Liverpool

EASBY, WILLIAM, Stockton on Tees July 20 Langley & Elliot, Stockton on Tees

HADDOCK, NEHEMIAH, Birmingham July 30 Jeffery, Birmingham

HAMPSON, ARTHUR, Liverpool, Joiner July 30 Cleaver & Co, Liverpool

HOLLOWAY, WILLIAM, Winchester, Paperhanger July 17 Dowling, Winchester

HUNT, CHARLES WILLIAM, Paddington July 25 Geo Reader & Co, Chapel pl, Poultry

INGHAM, DAN TAYLOR, Sheffield July 31 Clegg & Sons, Sheffield

JOBSON, ROBERT, Newburn, Northumberland, Cart Proprietor July 27 Hoyle & Co, Newcastle upon Tyne

LITTLEHALES, ELDRED HARRY, Winchester, Hants July 31 Kaye & Jones, New Inn, Strand

LOCKETT, HANNAH, Oxford Aug 31 Wilkins & Toy, Chipping Norton

LUXTON, GEORGE, Cullompton, Devon, Upholsterer Aug 10 Nash & Co, Queen st, Cheapside

MOUNTFORD, WILLIAM, Sutton Coldfield, Warwick July 31 Balden & Son, Birmingham

OERTON, FRANCIS BAILDON, Walsall, Merchant July 31 J B Clarke & Co, Birmingham

READ, ROBERT, Maulden, Bedford, Veterinary Surgeon July 30 Halliley & Stimson, Bedford

REED, HARRIETT, Bishop's Stortford Aug 10 Baker & Thorneycroft, Bishop's Stortford

RYLANCE, JOHN, Northwich, Builder July 17 Trafford & Cook, Northwich

SCUPHAM, WILLIAM, Leeds, Timber Merchant Aug 7 Crawford, Leeds

SHACKLETON, JAMES, Keighley Aug 1 W & G Burr & Co, Keighley

SHEPLEY, CHARLOTTE STORER, Wylde Green, Warwick July 31 Guy Pritchard, Birmingham

SMITH, EDWARD, Edgbaston, Birmingham, Tea Merchant July 31 Foster & Co, Birmingham

STANLEY, WILLIAM, Ecclesfield, York, Farmer Aug 1 Smith & Co, Sheffield

SUTTON, MARION ELIZA, Louth, Lincoln July 30 Bell & Ingoldby, Louth

WIGGINS, FREDERICK BAYARD, Porchester ter, Hyde Park Aug 6 Field & Co, Lincoln's inn fields

WILKINSON, THOMAS, Fotherby, Lincoln July 29 Wilkinson, Yorks

WOOD, THOMAS FOWLER, Stowmarket, Suffolk Aug 14 Norris, Surrey House, Victoria embankment

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 9.

RECEIVING ORDERS.

AFRIAT, H & L, London wall, Merchants High Court Pet June 17 Ord July 6

BERLIN, IDEL, Manchester avenue, Fur Skin Merchant High Court Pet May 29 Ord July 5

BERRIS, HUBERT, Margaret st, Regent st High Court Pet June 11 Ord July 6

BROWN, WILLIAM HENRY, Bristol, School Furnisher Bristol Pet July 5 Ord July 5

BUCHANAN, F, Queen sq pl, Queen sq High Court Pet May 27 Ord July 5

CASTLETON, WILLIAM BENJAMIN, Lowestoft, Fishing Boat Master Great Yarmouth Pet July 6 Ord July 6

CAUNTER, NELSON SHELLING, Sutton Coldfield, Bank Manager Birmingham Pet June 2 Ord July 2

CLARKE, WILLIAM OTTO, Mincing lane, Commission Agent High Court Pet June 9 Ord July 6

DE LACY, OSCAR, Landport, Hants, Furniture Dealer Portsmouth Pet July 5 Ord July 5

DENNISON, WALTER, New Union st High Court Pet June 1 Ord July 6

FRAZER, DAVID, Gloucester, Grocer Newport, Mon Pet July 5 Ord July 5

GALSWORTHY, GEORGE, Newport Newport, Mon Pet July 6 Ord July 6

HAIGH, RONALD GRENFELL, Orton, Cheshire, Cotton Broker Birkenhead Pet June 23 Ord July 6

HILL, THOMAS, Twitchen, Devon, Farmer Barnstaple Pet July 6 Ord July 6

HOWELL, JOHN THOMAS, Cardiff, Draper Cardiff Pet July 6 Ord July 6

KETTLE, LEWIS JEREMIAH CROPLEY, Wicken, Cambs, Builder Cambridge Pet July 6 Ord July 6

LAVENDER, CHARLES HENRY NALDER, Finsbury circus, Accountant High Court Pet May 20 Ord July 7

LEA, WILLIAM JAMES, Wolverhampton Wolverhampton Pet July 5 Ord July 5

LYNCH, JOHN, Aldridge, Staffs. Licensed Victualler Walsall Pet June 24 Ord July 5

MARSHALL, WILLIAM, Tokenhouse yard, Merchant High Court Pet April 24 Ord July 7

MERRY, EUGENIA MARY, Welbeck st, Dressmaker High Court Pet July 7 Ord July 7

MUNDEN, GEORGE WILLIAM, Malcombe Regis, Dorset, Tailor Dorchester Pet July 7 Ord July 7

PERCIVAL, JOHN, Park pl, St James's st High Court Pet July 7 Ord July 7

PITCAIRN, JOHN, Old Broad st, Marine Insurance Broker High Court Pet June 18 Ord July 7

ROSENTHAL, HARRIS, Brick lane, Spitalfields, Shoe Manufacturer High Court Pet May 29 Ord July 5

C H ROSKIN & Co, Broad st House, Investment Brokers High Court Pet June 15 Ord July 5

SCHOLES, FREDERICK, Salford, Lancs, Grocer Salford Pet July 6 Ord July 6

SMITH, JAMES ARTHUR, St Helens, Lancs, Grocer Liverpool Pet July 5 Ord July 5

SMITH, ROBERT, Brentford, Fruit Merchant Brentford Pet July 6 Ord July 6

SPILLER, JOHN, South Shields, Painter Newcastle on Tyne Pet July 6 Ord July 6

TREMAIN, WILLIAM, Plymouth, Undertaker Plymouth Pet July 6 Ord July 6

VIGNERSTAFF, WALTER, Stockport, Greengrocer Stockport Pet July 6 Ord July 6

WEISSBERG, CHARLES, Cardiff, Clothier Cardiff Pet July 6 Ord July 6

WHIPP, EDWARD, Oldham, Carrier Oldham Pet July 7 Ord July 7

WHITAKER, JAMES HITCHON, Manchester, Yarn Merchant Manchester Pet May 8 Ord July 2

WHITE, WALTER, and MARY MARGARET MCDONNELL, Ryde, I of W, Ladies' Costumiers Newport Pet July 6 Ord July 6

WILLOUGHBY, DIGBY, Kingston upon Hull, Toy Dealer Kingston upon Hull Pet July 5 Ord July 5

WILLIAMS, JOHN, Golborne, Lancs, Miner Wigan Pet June 18 Ord July 6

Amended notice substituted for that published in the London Gazette of June 22:

LAWRENCE, ALFRED, Bloxwich, Staffs, Grocer Walsall Pet June 18 Ord June 18

FIRST MEETINGS.

ANDERTON, JOSEPH SHEPHERD, Burnley, Lancs, Carter July 30 at 1 Exchange Hotel, Nicholas st, Burnley

ASPITTLE, JOHN, jun, Peterborough, Hairdresser July 30 at 11.45 Law Courts, New rd, Peterborough

ATTELL, JAMES, jun, Oxford, Builder July 17 at 3 Golden Cross Hotel, Oxford

BELLAMY, ARTHUR EDWARD, Maisemore, Glos, Farmer July 17 at 3 Bell Hotel, Gloucester

BERLIN, IDEL, Manchester avnue, Fur Skin Merchant July 16 at 2.30 Bankruptcy bldgs, Carey st

BUCHANAN, F. Queen sq pl, Queen sq July 16 at 12 Bankruptcy bldgs, Carey st
CARTER, GEORGE, Gt Grimsby, Builder July 17 at 11 Off Rec, 15, Osborne st, Gt Grimsby
DAWES, WALTER, Tonbridge, Kent, Collector of Taxes July 19 at 2.30 Mr. Parris, 65, High st, Tunbridge Wells
EDGE, JAMES, Manchester July 16 at 3 Off Rec, Byrom st, Manchester
FEARNLEY, BENJAMIN, West Bowling, Bradford, Piece Taker-in July 16 at 11 Off Rec, 31, Manor row, Bradford
HAMPSON, CHARLES E, Dorney, nr Windsor July 20 at 12 Bankruptcy bldgs, Carey st
JACKSON, DAVID, Wiston, Cumberland, Farmer July 19 at 12 Off Rec, 34, Fisher st, Carlisle
JONES, HUGH OWEN, Llandwrog, Carnarvon, Quarryman July 17 at 11.45 Crypt chambers, Eastgate row, Chester
KETTLE, LEWIS JEREMIAH CROPLEY, Wicken, Cambridge, Builder July 21 at 10 Off Rec, 5, Petty Cury, Cambridge
LEE, JOEL SAMSON, Penarth, Butcher July 19 at 11.30 Off Rec, 29, Queen st, Cardiff
LYTHGOE, RICHARD, Earlestown, Innkeeper Aug 6 at 10.50 Court House, Upper Bank st, Warrington
NEALE, HAROLD SEAGRAVE, Forest Gate, Essex, Clerk July 20 at 11 Bankruptcy bldgs, Carey st
ROBERTS, OWEN THOMAS, Carnarvon, Plumber July 17 at 12 Crypt chmbrs, Eastgate row, Chester
ROBERTS, RICHARD JOHN, Barrow in Furness, Lancs, Tobacconist July 16 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness
SCHOLES, FREDERICK, Salford, Lancs, Grocer July 19 at 3 Off Rec, Byrom st, Manchester
SCOTT, WILLIAM, Newcastle on Tyne, Draper July 19 at 12.30 Off Rec, 30, Mosley st, Newcastle on Tyne
SLADE, CHRISTOPHER, Liskeard, Cornwall, Licensed Victualler July 16 at 11 10, Athenæum ter, Plymouth
SMITH, DAVID LEWIS, Cardiff, Furniture Dealer July 19 at 11 Off Rec, 29, Queen st, Cardiff
SOLOMON, MEYER, Southampton July 19 at 3.30 Off Rec, 4, East st, Southampton
TAYLOR, THOMAS, Warrington, Baker Aug 6 at 10.45 Court house, Upper Bank st, Warrington
VAVASOUR, WILLIAM EDWARD JOSEPH, Tadcaster, Yorks, Baronet July 19 at 12 Bankruptcy bldgs, Carey st
WELLS, WILLIAM, Northampton, Tailor July 16 at 12.30 County Court bldgs, Sheep st, Northampton
WHITELEY, JAMES, Huddersfield, Clothier July 19 at 11 Off Rec, 19, John William st, Huddersfield
WILLIAMS, JOHN, Dolbenmaen, Carnarvons, Farmer July 22 at 11.45 Sportsman Hotel, Portmadoc
WILLIAMS, WILLIAM HENRY, Cardiff, Butcher July 20 at 11 Off Rec, 29, Queen st, Cardiff
WISE, FREDERIC, Plymouth, Plumber July 16 at 10.30 10, Athenæum ter, Plymouth
WITKOWSKY, JULIUS, Marylebone July 19 at 2.30 Bankruptcy bldgs, Carey st
WRAY, RICHARD JACKSON, Blackpool Aug 13 at 2.30 Off Rec, 14, Chapel st, Preston

ADJUDICATIONS.

BERLIN, IDEL, Manchester avenue, Fur Skin Merchant High Court Pet May 29 Ord July 7
BOWER, ELIZA HARRIET, South Norwood Croydon Pet May 12 Ord July 3
CASTLETON, WILLIAM BENJAMIN, Lowestoft, Fishing Boat Master Gt Yarmouth Pet July 6 Ord July 6
DE LACY, OSCAR, Landport, Hants, Furniture Dealer Portsmouth Pet July 5 Ord July 5
DYKE, E J, Market Harborough, Leicester Draper Leicester Pet June 3 Ord July 2
FRAZER, DAVID, Woolastone Common, Gloucester, Grocer Newport, Mon Pet July 5 Ord July 5
GALPIN, HENRY DRAPER, Fulham High Court Pet May 18 Ord July 5
HILL, THOMAS, Twitchen, Devon, Farmer Barnstaple Pet July 6 Ord July 6
HOARE, ARTHUR WARREN, Lewes, Grocer Lewes Pet July 1 Ord July 5
HOPKINS, PETER, Swansea, Timber Merchant Swansea Pet May 21 Ord July 5
JONES, THOMAS LUTHER, Builth, Brecon, Bank Manager Newtown Pet June 8 Ord July 6
KENT, EDWARD JAMES, Haywards Heath, Sussex, Builder Brighton Pet July 1 Ord July 5
KETTLE, LEWIS JEREMIAH CROPLEY, Wicken, Cambs, Builder Cambridge Pet July 6 Ord July 6
LEA, WILLIAM JAMES, Wolverhampton Wolverhampton Pet July 5 Ord July 7
MUNDEN, GEORGE WILLIAM, Weymouth, Tailor Dorchester Pet July 6 Ord July 7
NEALE, HAROLD SEAGRAVE, Forest Gate, Essex, Clerk High Court Pet July 2 Ord July 5
PERCIVAL, JOHN, Park pl, St James's st High Court Pet July 7 Ord July 7
SCHOLES, FREDERICK, Salford, Lancs, Grocer Salford Pet July 5 Ord July 6
SCOTT, WILLIAM, Newcastle on Tyne, Draper Newcastle on Tyne Pet June 12 Ord July 6
SMITH, ROBERT, Brentford, Fruit Merchant Brentford Pet July 6 Ord July 6
SOLOMON, MEYER, Southampton Southampton Pet June 18 Ord July 5
SPILLER, JOHN, South Shields, Painter Newcastle on Tyne Pet July 6 Ord July 6
TREMAIN, WILLIAM, Plymouth, Undertaker Plymouth Pet July 2 Ord July 6
VIGERSTAFF, WALTER, Stockport, Cheshire, Greengrocer Stockport Pet July 6 Ord July 6
WELLS, HENRY, Hounslow, Baker Brentford Pet June 29 Ord July 3
WHIFF, EDWARD, Oldham, Carrier Oldham Pet July 7 Ord July 7
WILLOUGHBY, DIGBY, Kingston upon Hull, Toy Dealer Kingston upon Hull Pet July 5 Ord July 5

London Gazette.—TUESDAY, July 13.

RECEIVING ORDERS.

BALDWIN, ALBERT ERNEST, Fore st High Court Pet July 9 Ord July 9
COLLETT, CHARLES, Landport, Hants, Provision Dealer Portsmouth Pet July 8 Ord July 8
DAKIN, THOMAS, Leicester, Coal Dealer Leicester Pet July 6 Ord July 6
DOLMAN, GEORGE WILLIAM, Portsea, Restaurant Keeper Portsmouth Pet July 5 Ord July 9
DUNSFORD, FREDERICK JOHN, and THOMAS HORSMAN NICHOLSON, Colchester, Licensed Victuallers Colchester Pet July 7 Ord July 7
EDWARDS, HARLEY, Brimfield, Herefords, Farmer Kidderminster Pet July 9 Ord July 9
EVANS, THOMAS JONES, Ferndale, Glam, Grocer Pontypridd Pet June 29 Ord July 9
GARLICK, JOHN CHARLES, Liverpool, Licensed Victualler Liverpool Pet July 8 Ord July 8
GREENWOOD, HEATON, Burton on Trent, Hatter Burton on Trent Pet July 6 Ord July 6
HAIGH, WILLIAM, Scammonden, York Huddersfield Pet July 8 Ord July 8
HARRIS, VINCENT, Gatacre, Salop, Farmer Madeley Pet June 29 Ord July 10
HART, W TIBBETTS, Moorgate st, Solicitor High Court Pet May 12 Ord July 9
HEMMING, WILLIAM, Islington, Actor High Court Pet July 10 Ord July 10
HENLY, ERNEST HAVELOCK, Wotton under Edge, Glos, Solicitor Gloucester Pet July 10 Ord July 10
HOPE, BENONI GEORGE, Eastbourne, Blind Maker Eastbourne Ord July 9
HUGHES, ROBERT, Bangor Bangor Pet June 30 Ord July 9
HUNT, WILLIAM HENRY, Billericay, Essex, Licensed Victualler Chelmsford Pet July 7 Ord July 7
JAMES, WILLIAM, Grays, Essex, Grocer Rochester Pet July 8 Ord July 8
JONES, ROBERT, Criccieth Carnarvons, Builder Portmadoc Pet July 7 Ord July 7
KELLYN, EDWARD, Pontefract, Commission Agent Wakefield Pet July 8 Ord July 8
KENYON, GEORGE, Clayton le Moors, Lancs, Grocer Blackburn Pet July 8 Ord July 8
LAMACRAFT, MARGARET, Exeter Exeter Pet July 8 Ord July 8
LARPENT, JOHN MELVILL DE HOCHEPIED, Widdecombe in the Moor, Devon Exeter Pet June 24 Ord July 5
LIGHTFOOT, EMANUEL, Treslaw, Glam, Collier Pontypridd Pet July 8 Ord July 8
MASSAM, WALTER KNOWSLEY, and ERNEST ARTHUR DIBB, Kingston-upon-Hull, Manufacturers Kingston-upon-Hull Pet July 7 Ord July 7
NEWMAN, HORACE, Old Catton, Norfolk, Farmer Norwich Pet June 10 Ord July 10
PLEAVIN, SAMUEL, Saighton, Chester, Grocer Chester Pet July 8 Ord July 8
READHEAD, WILLIAM, Bridlington, Coal Dealer Scarborough Pet July 8 Ord July 8
RUTTY, ARTHUR VICTOR, and HAROLD FREDERICK RUTTY, Bromley-by-Bow High Court Pet June 17 Ord July 8
SMITH, CLARK, Westwoodside, Lincs, Farmer Lincoln Pet July 9 Ord July 9
SPERO, WALTER HAMLYN, Clement's-inn, Strand, Solicitor High Court Pet May 22 Ord July 8
STAFFORD, JOHN EDWARD, Leeds, Fish Merchant Leeds Pet July 6 Ord July 6
STEVENS, JAMES HENRY, Exeter, Butcher Exeter Pet July 6 Ord July 6
STOAKES, ARCHIBALD, Hastings, Gunmaker Hastings Pet July 9 Ord July 9
SUTTON, JONATHAN, Anslow, Stafford, Farmer, Burton on Trent Pet July 5 Ord July 5
TIJOU, EDWARD, and JAMES GEORGE STOKES, Johnson's ct, Fleet st, Manufacturers High Court Pet July 9 Ord July 9
TURNER, RICHARD ARTHUR, St Leonards on Sea, Toy Dealer Hastings Pet July 10 Ord July 10
WALKER, FRANCIS, Kingston upon Hull, Commercial Traveller Kingston upon Hull Pet July 8 Ord July 8
WATSON, HERBERT WILLATS, Worthing Brighton Pet July 9 Ord July 9
WHEELER, GEORGE HARRY STEPHEN, Dovercourt, Essex Colchester Pet July 10 Ord July 10
WILLIAMS, EDMUND, Tonypandy, Glam, Innkeeper Pontypridd Pet July 8 Ord July 8
WINTER, JAMES PRESGRAVE, Bristol, Tobacconist Bristol Pet July 6 Ord July 8

Amended notice substituted for that published in the London Gazette of July 2:

DAVIS, ROBERT HENRY, Sunderland, Builder Sunderland Pet June 29 Ord June 30

Amended notice substituted for that published in the London Gazette of July 9:

LYNCH, JOHN, Aldridge, Staffs, Licensed Victualler Walsall Pet June 5 Ord June 24

FIRST MEETINGS.

AVRIAT, H & J, London wall, Merchants July 20 at 2.30 Bankruptcy bldgs, Carey st
ANDERSON, EDMUND BUNKER, Sunderland, Boot Dealer July 20 at 3 Off Rec, 25, John st, Sunderland
BAKER, EDWIN, Sheffield, Walsall, Grocer July 21 at 11 Off Rec, Walsall
BIRKIN, HUBERT, Margaret st, Regent st July 22 at 2.30 Bankruptcy bldgs, Carey st
BOURCHIER, HENRY, Hillingdon, Merchant's Clerk July 21 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
BROOKE, THOMAS NODEN, Doncaster, Chemist July 20 at 2.30 Off Rec, Figtree lane, Sheffield
CLARKE, WILLIAM OTTO, Mincing lane, Commission Agent July 20 at 11 Bankruptcy bldgs, Carey st
COHEN, HYMAN, Leeds July 21 at 11 Off Rec, 22, Park row, Leeds
COX, HENRY WAGSTAFF, Lichfield, Insurance Agent July 21 at 10.30 Off Rec, Walsall
COX, WILLIAM, Solihull, Warwicks, Farmer July 22 at 11 23, Colmore row, Birmingham
DE LACY, OSCAR, Landport, Hants, Furniture dealer July 20 at 3 Off Rec, Cambridge Junction, High st Portsmouth
DENNISON, WALTER, New Union st July 20 at 12 Bankruptcy bldgs, Carey st
DIX, NATHANIEL ISAAC, Aberdare July 20 at 2 5, High st, Merthyr Tydfil
FLETCHER, J. H., Balham, Baker July 20 at 11.30 24, Railway approach, London Bridge
FLEWKER, JOHN, Stockton on Tees, Beerhouse keeper July 21 at 3 Off Rec, 8, Albert rd, Middlesborough
GIDNEY, WALTER, and THOMAS GANDER, Brighton, Jobmasters July 20 at 12 Off Rec, 4, Pavilion bldgs, Brighton
GREENWOOD, HEATON, Burton on Trent, Hatter July 20 at 11.30 Midland Hotel, Station st, Burton on Trent
HILL, THOMAS, Twitchen, Devon, Farmer July 20 at 2 J. Blackford, South Molton, Auctioneer
HORN, HESLOP, Darlington July 28 at 3 Off Rec, 8, Albert rd, Middlesborough
JAMES, WILLIAM, Grays, Essex, Grocer July 26 at 11 115, High st, Rochester
JONES, FREDERICK CHARLES, Walsall, Bootmaker July 21 at 11.30 Off Rec, Walsall
JONES, ROBERT, Criccieth, Carnarvons, Builder July 23 at 11.30 Sportsman Hotel, Portmadoc
LAVENDER, CHARLES HENRY NALDER, Finsbury circus, Accountant July 21 at 12 Bankruptcy bldgs, Carey street
MARSHALL, WILLIAM, Tokenhouse yard, Merchant July 21 at 11 Bankruptcy bldgs, Carey st
MEADOWS, JOSEPH, Kettering, Baker July 21 at 12.30 County Court bldgs, Sheep st, Northampton
MERRY, EUGENIA MARY, Welbeck st, Dressmaker July 21 at 2.30 Bankruptcy bldgs, Carey st
PAGE, FREDERICK, Birmingham, Congregational Minister July 21 at 11 23, Colmore row, Birmingham
PAGE, RICHARD DOUGLAS, Whitchurch, Glam, Railway Clerk July 22 at 11 Off Rec, 29, Queen st, Cardiff
PRICE, GEORGE HENRY, Strand, Dentist July 22 at 2.30 Bankruptcy bldgs, Carey st
ROSENTHAL, HARRIS, Spitalfields, Shoe Manufacturer July 23 at 12 Bankruptcy bldgs, Carey st
C H ROSKIN & Co, Broad st House, Investment Brokers July 21 at 11 Bankruptcy bldgs, Carey st
SUTTON, JONATHAN, Anslow, Staffs, Farmer July 20 at 11 Midland Hotel, Station st, Burton on Trent
THRELFALL, ANN, Blackpool Aug 13 at 2.30 Off Rec, 14, Chapel st, Preston
THROUP, WILLIAM JOSEPH, Leeds, Butcher July 21 at 12 Off Rec, 22, Park row, Leeds
WATSON, HERBERT WILLATS, Worthing July 20 at 12.30 Off Rec, Pavilion bldgs, Brighton
WEISSBERG, CHARLES, Cardiff, Clothier July 23 at 11 Off Rec, 29, Queen's st, Cardiff
WELLS, DUDLEY, Tokenhouse yard July 22 at 12 Bankruptcy bldgs, Carey st
WELLS, HENRY, Hounslow, Baker July 21 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
WHITAKER, JAMES HITCHON, Manchester, Yarn Merchant July 21 at 3 Off Rec, Byrom st, Manchester
WILLIAMS, JOHN, Golborne, Lancs, Miner July 20 at 10.45 Court house, King st, Wigan
WOOLFORD, JAMES, Commercial rd, Mining Agent July 21 at 2.30 Bankruptcy bldgs, Carey st
WROE, DAVID, Dewsbury, York July 20 at 3 Off Rec, Bank chmbrs, Batley

Amended notice substituted for that published in the London Gazette of July 9:

SLADE, CHRISTOPHER, Liskeard, Cornwall, Licensed Victualler July 16 at 11 10, Athenæum ter, Plymouth

ADJUDICATIONS.

BALDWIN, ALBERT ERNEST, Fore st High Court Pet July 9 Ord July 9
BAXTER, CHARLES HERBERT, Bartholomew lane High Court Pet June 2 Ord July 9
CHAMPNEY, FRANCIS, Wedmore, Somerset, Farmer Wells Pet June 24 Ord July 8
CHURCH, ABRAHAM, Rotherhithe, Tailor High Court Pet June 3 Ord July 9
COLLETT, CHARLES, Landport, Provision Dealer Portsmouth Pet July 8 Ord July 8
CROUGH, JOHN PATRICK, Manchester, Art Engraver Manchester Pet May 26 Ord July 9
DAKIN, THOMAS, Sileby, Leicester, Coal Dealer Leicester Pet July 6 Ord July 6
DOLMAN, GEORGE WILLIAM, Portsea, Restaurant Keeper Portsmouth Pet July 5 Ord July 9
DUNSFORD, FREDERICK JOHN, and THOMAS HORSMAN NICHOLSON, Colchester, Licensed Victuallers Colchester Pet July 7 Ord July 7
EDWARDS, HARLEY, Brimfield, Herefords, Farmer Kidderminster Pet July 9 Ord July 9
GIDNEY, WALTER, and THOMAS GANDER, Brighton, Jobmasters Brighton Pet July 2 Ord July 9
HAIGH, WILLIAM, Scammonden, Yorks Huddersfield Pet July 8 Ord July 8
HAMPSON, CHARLES EDWARD, Dorney, nr Windsor High Court Pet June 17 Ord July 9
HEMMING, WILLIAM, Islington, Actor High Court Pet July 10 Ord July 10
HENLY, ERNEST HAVELOCK, Wotton-under-Edge, Solicitor Gloucester Pet July 9 Ord July 10
HUNT, WILLIAM HENRY, Billericay, Essex, Licensed Victualler Chelmsford Pet July 7 Ord July 7
JAMES, WILLIAM, Grays, Essex, Grocer Rochester Pet July 8 Ord July 8
JONES, ROBERT, Criccieth, Carnarvonshire, Builder Portmadoc Pet July 7 Ord July 7
KELLYN, EDWARD, Pontefract, Commission Agent Wakefield Pet July 8 Ord July 8
KENYON, GEORGE, Clayton-le-Moors, Lancs, Grocer Blackburn Pet July 8 Ord July 8

LANACRAFT, MARGARET, Exeter Exeter Pet July 8 Ord July 8
LOCKYFOOT, EMANUEL, Trealaw, Glam, Collier Pontypridd Pet July 6 Ord July 8
LUCK, JOHN, Aldridge, Staffs, Licensed Victualler Walsall Pet June 24 Ord July 8
PEAVIN, SAMUEL, Saighton, Chester, Grocer Chester Pet July 8 Ord July 8
READHEAD, WILLIAM, Bridlington, Coal Dealer Scarborough Pet July 7 Ord July 8
SMITH, CLARK, Westwoodside, Linc, Farmer Lincoln Pet July 9 Ord July 9
STAFFORD, JOHN EDWARD, Leeds Leeds Pet July 6 Ord July 6
STEVENS, JAMES HENRY, Exeter, Butcher Exeter Pet July 6 Ord July 6
SUTTON, JONATHAN, Anslow, Stafford, Farmer Burton on Trent Pet July 5 Ord July 5
TIDOU, EDWARD, and JAMES GEORGE STOKES, Johnson's ct, Fleet st, Manufacturers High Court Pet July 9 Ord July 9
WALKER, FRANCIS, Kingston upon Hull Kingston upon Hull Pet July 8 Ord July 8
WATSON, HERBER WILLATS, Worthing, Dealer in Cycles Brighton Pet July 9 Ord July 9
WEISSBERG, CHARLES, Cardiff, Clothier Cardiff Pet July 6 Ord July 8
WELLS, DUDLEY, Tokenhouse yd, Esquire High Court Pet June 9 Ord July 8
WHEELER, GEORGE HARRY STEPHEN, Dovercourt, Essex Colchester Pet July 10 Ord July 10
WHITELEY, JAMES, Huddersfield, Clothier Huddersfield Pet June 18 Ord July 8
WILLIAMS, JOHN, Golborne, Lancs, Miner Wigan Pet June 18 Ord July 8
WILSON, THOMAS, Darwen, Lancs, Boot Dealer Blackburn Pet May 15 Ord July 10

A COMMON-SENSE DIET.

BY A MEDICAL MAN.

You will hear sufferers exclaim, "I feel out of sorts!" "I am below par!" "I am losing weight!" Some rush to quack nostrums and become worse. Some are unwilling—or unable—to consult medical advisers, who would probably recommend things which might or might not help them. And, after all, a little common-sense must tell them that by following rational dietary rules they can maintain and restore that vigour which, by errors in diet, in conjunction with their surroundings, they have lost. Good health—the greatest blessing mortals can enjoy, and never really valued till lost—can be preserved in the majority of mankind by attention to diet.

A Food Beverage such as Dr. Tibbles' Vi-Cocoa, with its unique powers of nutriment and exceptional vitalizing properties, is a means whereby strength and nervous energy is gained as a rational outcome of increased vitality and the pleasing consequence of greater nourishment and sustenant force.

It aids the digestive powers, and is invaluable to tired men and delicate women and children.

It has the refreshing properties of fine tea, the nourishment of the best cocoas, and a tonic and recuperative possessed by neither, and can be used in all cases where tea and coffee are prohibited.

It is not a medicine, but a unique and wonderful Food Beverage.

The wonderful African Kola nut which it contains has concentrated powers of nutriment, and imparts stamina and staying powers, adds to power of endurance, and enables those who use it to undergo greater physical exertion and fatigue.

The unique vitalising and restorative powers of Dr. Tibbles' Vi-Cocoa are being recognised to an extent hitherto unknown in the history of any preparation. Merit, and merit alone, is what is claimed for Dr. Tibbles' Vi-Cocoa, and the proprietors are prepared to send to any reader who names the SOLICITORS' JOURNAL (a postcard will do) a dainty sample tin of Dr. Tibbles' Vi-Cocoa free and post-paid.

Dr. Tibbles' Vi-Cocoa is made up in 6d packets, and 9d. and 1s. 6d. tins. It can be obtained from all chemists, grocers, and stores, or from Dr. Tibbles' Vi-Cocoa, Limited, 60, 61 and 62, Bunhill-row, London, E.C.

LAW.—Solicitor (admitted, 25), B.A. Camb., Honours Solicitors' Final, desires Clerkship; moderate salary.—F. D., care of "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

LAW.—Principal requires young able Assistant; North of England; state particulars as to experience, salary, qualifications, &c.—D., "Solicitors' Journal," 27, Chancery-lane, W.C.

LAW.—Experienced middle-aged Man seeks Engagement in Solicitor's Office as Copying and Engrossing Clerk, &c.; nearly 12 years' reference from late employers; moderate salary; town or country.—Address J. T., 170, Vauxhall-street, S.E.

WANTED.—Assistant Conveyancing Clerk; neat writer; shorthand indispensable; under 30; salary starting at £120.—Reply by letter to Messrs. CORNELLIS, MOSSOP, & BURNEY, East Hill, Wandsworth.

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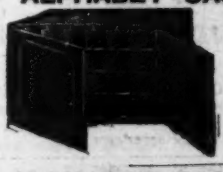

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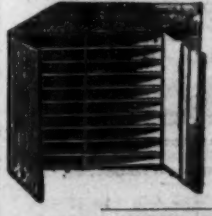

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